

महाराष्ट्र शासन राजपत्र

भाग एक-ल

वर्ष २, अंक ३९]

गुरुवार ते बुधवार, सप्टेंबर २९-ऑक्टोबर ५, २०१६/आश्विन ७-१३, शके १९३८ [पृष्ठे ११४, किंमत : रुपये २३.००

प्राधिकृत प्रकाशन

(केंद्रीय) औद्योगिक विवाद अधिनियम व मुंबई औद्योगिक संबंध अधिनियम यांखालील (भाग एक, चार-अ, चार-ब आणि चार-क यांमध्ये प्रसिद्ध केलेल्या अधिसूचना, आदेश व निवाडे यांव्यतिरिक्त) अधिसूचना, आदेश व निवाडे.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. एस. काझी, न्यायाधीश, कामगार न्यायालय, सांगली यांचा दिनांक १ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४३२.—श्री. ए. एस. काझी, न्यायाधीश, कामगार न्यायालय, सांगली यांना त्यांच्या दिनांक १ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिविण्यात येते की, त्यांची दिनांक १ मार्च २०११ ते ५ मार्च २०११ पर्यंत एकूण ५ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक ६ मार्च २०११ हा सुटटीचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. ए. एस. काझी, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, सांगली या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. एस. काझी, हे न्यायाधीश, कामगार न्यायालय, सांगली या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक १६ मार्च २०११. के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

भाग एक-ल-१ (१)

२

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरु चौक मंत्रालय, मुंबई ४०० ०३२, दिनांक २९ ऑगस्ट २०१६.

शुद्धीपत्रक

क्र.औन्यामु-०४१६/प्र.क्र.२४/काम-६.—महाराष्ट्र शासन, **सर्वसाधारण राजपत्र** भाग-एक मध्ये प्रसिद्ध केलेल्या, नामनिर्देशनाने २१ उमेदवारांना न्यायाधीन कामगार न्यायालय म्हणून नियुक्त केल्याबाबतच्या, शासन अधिसूचना, उद्योग, ऊर्जा व कामगार विभाग क्र. औन्यामु-०४१६/प्र.क्र.२४/काम-६, दिनांक ०५ ऑगस्ट २०१६ मध्ये अनु. क्र. १८ येथे श्रीम. जिमला इद्रिस शेख **या ऐवजी** श्रीम. जमीला मोहम्मद इद्रीस शेख असे वाचावे

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार न नावाने,

प्र. शा. सोनावणे, शासनाचे उप-सचिव.

In pursuance of clause (3) of article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No.ICE-0416/C.R.23/Lab-6, dated the 29th August 2016, ordinary is hereby published under the authority of the Governor

By order and in the name of the Governor of Maharashtra

G. S. SONAWANE, Deuty Secretary to Government

INDUSTRIES, ENERGY AND LABOUR DEPARTMENTR

Mantralaya, Mumbai-400032, dated the 29th August 2016

CORRIGENDUM

No. ICE-0416/C.R.24/Lab-6.— Government Notification, Industries, Energy and Labour Department, No. ICE-0416/C.R.24/Lab-6, dated the 5th August 2016 regarding appointment of 21 officer as Judge, Labour Court by nomination, published in the *Maharashtra Government Gazette*, Part I-L Ordomary. In the notification at Sr. no. 18 the word Ms. Jamila Idris Shaikh shall be substituted by the words Ms. Jamila Mohammed Idris Sheikh.

By order and in the name of the Governor of Maharashtra

G. S. SONAWANE, Deuty Secretary to Government

वाचा.—श्री. आर. एम. पांडे, न्यायाधीश, ३ रे कामगार न्यायालय, पुणे यांचा दिनांक १४ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४३३.—श्री. आर. एम. पांडे, न्यायाधीश, ३ रे कामगार न्यायालय, पुणे यांना त्यांच्या दिनांक १४ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १७ फेब्रुवारी २०११ ते १८ फेब्रुवारी २०११ पर्यंत एकुण २ दिवसाची अर्जित रजा, रजेच्या पुढे दिनांक १९ फेब्रुवारी २०११ व २० फेब्रुवारी २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. आर. एम. पांडे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, ३ रे कामगार न्यायालय, पुणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. आर. एम. पांडे, हे न्यायाधीश, ३ रे कामगार न्यायालय, पुणे या पदावर स्थानापन्न होतील.

आदेशावरून, का. ना. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक १६ मार्च २०११.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती एस. व्ही. सुवर्णा, सदस्य, औद्योगिक न्यायालय, ठाणे यांचा दिनांक ३ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४३४.—श्रीमती. एस. व्ही. सुवर्णा, सदस्य, औद्योगिक न्यायालय, ठाणे यांना त्यांच्या दिनांक ३ मार्च २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १४ फेब्रुवारी २०११ ते १५ फेब्रुवारी २०११ पर्यंत एकूण २ दिवसांची अर्जित रजा व दिनांक १६ फेब्रुवारी २०११ ते १८ फेब्रुवारी २०११ पर्यंत एकूण ३ दिवसांची परिवर्तीत रजा, रजेच्या मागे दिनांक १२ फेब्रुवारी २०११ व १३ फेब्रुवारी २०११ व रजेच्या पुढे दिनांक १९ फेब्रुवारी २०११ व दिनांक २० फेब्रुवारी २०११ हे सुट्टयांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्रीमती एस. व्ही. सुवर्णा, ह्या रजेवर गेल्या नसत्या तर त्यांची सदस्य, औद्योगिक न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती एस. व्ही. स्वर्णा, ह्या सदस्य, औद्योगिक न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक १६ मार्च २०११.

वाचा.—श्री. डी. बी. उन्हाळे, कनिष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, नागपूर यांचा दिनांक २२ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४४४.—श्री. डी. बी. उन्हाळे, किनष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, नागपूर यांना त्यांच्या दिनांक २२ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २३ फेब्रुवारी २०११ ते २५ फेब्रुवारी २०११ या ३ दिवसाची अर्जित रजा, रजेच्या पुढे दिनांक २६ फेब्रुवारी २०११ व २७ फेब्रुवारी २०११ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. डी. बी. उन्हाळे, हे रजेवर गेले नसते तर त्यांची कनिष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, नागपूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. बी. उन्हाळे, हे किनष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, नागपूर या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक,

मुंबई, दिनांक २१ मार्च २०१०.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती पी. एन. नायर, न्यायाधीश ११ वे कामगार न्यायालय, मुंबई, यांचा दिनांक २ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४४६.—श्रीमती पी. एन. नायर, न्यायाधीश ११ वे कामगार न्यायालय, मुंबई, यांना त्यांच्या दिनांक २ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांना दिनांक ३१ जानेवारी २०११ ते दिनांक १ फेब्रुवारी २०११ या २ दिवसांची परिवर्तित रजा, रजेच्या मागे दिनांक ३० जानेवारी २०११ मंजूर करण्यात आली आहे.

श्रीमती पी. एन. नायर, ह्या रजेवर गेल्या नसत्या तर त्यांची न्यायाधीश ११ वे कामगार न्यायालय, मुंबई, या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती पी. एन. नायर, ह्या न्यायाधीश ११ वे कामगार न्यायालय, मुंबई, या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २१ मार्च २०११.

- वाचा.—१) श्री. व्ही. व्ही. कठारे, न्यायाधीश, ५ वे कामगार न्यायालय, मुंबई यांचा दिनांक २५ फेब्रुवारी २०११ रोजीचा अर्ज.
 - २) या कार्यालयाचे रजा मंजुरी आदेश क. २८५, दिनांक १७ फेब्रुवारी २०११.

रजा मंजुरी आदेश

क्रमांक ४४७.—श्री. व्ही. क्ही. कठारे, न्यायाधीश, ५ वे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक २५ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक ८ फेब्रुवारी २०११ ते २४ फेब्रुवारी २०११ पर्यंत एकूण १७ दिवसांची परिवर्तित रजा मंजूर करण्यात आली आहे.

श्री. व्ही. व्ही. कठारे हे रजेवर गेले नसते तर त्यांची न्यायाधीश, ५ वे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पूढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. व्ही. व्ही. कठारे, न्यायाधीश, ५ वे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील. याद्वारे या कार्यालयाचे रजा मंजुरी आदेश क. २८५, दिनांक १७ फेब्रुवारी २०११ रद्द करण्यात येत आहे.

आदेशावरून,

प्रभारी प्रबंधक,

के. एन. धर्माधिकारी, मुंबई, दिनांक २१ मार्च २०११. औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती. पी. एन. नायर, न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई यांचा दिनांक १७ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४४८.—श्रीमती पी. एन. नायर, न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक १७ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळविण्यात येते की, त्यांची दिनांक १४ फेब्रुवारी २०११ ते १५ फेब्रुवारी २०११ पर्यंत एकूण २ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक १६ फेब्रुवारी २०११ व रजेच्या मागे दिनांक १२ फेब्रुवारी २०११ व १३ फेब्रुवारी २०११ च्या सुट्ट्या जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्रीमती पी. एन. नायर ह्या रजेवर गेल्या नसत्या तर त्यांची न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती पी. एन. नायर ह्या न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

का. ना. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २१ मार्च २०११.

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औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. एस. काझी, न्यायाधीश, कामगार न्यायालय, सांगली यांचा दिनांक २८ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४४९.—श्री. ए. एस. काझी, न्यायाधीश, कामगार न्यायालय, सांगली यांना त्यांच्या दिनांक २८ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २४ फेब्रुवारी २०११ ते २५ फेब्रुवारी २०११ पर्यंत एकूण २ दिवसांची परिवर्तित रजा, रजेच्या पुढे दिनांक २६ फेब्रुवारी २०११ व दिनांक २७ फेब्रुवारी २०११ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. ए. एस. काझी हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, सांगली या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. एस. काझी हे न्यायाधीश, कामगार न्यायालय, सांगली या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २१ मार्च २०११.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. एस. गट्टाणी, न्यायाधीश, कामगार न्यायालय, नाशिक यांचा दिनांक २२ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४५०.—श्री. ए. एस. गट्टाणी, न्यायाधीश, कामगार न्यायालय, नाशिक यांना त्यांच्या दिनांक २२ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक ३ मार्च २०११ ते ११ मार्च २०११ पर्यंत एकूण ९ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २ मार्च २०११ व रजेच्या पुढे दिनांक १२ मार्च २०११ व दिनांक १३ मार्च २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. ए. एस. गट्टाणी हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, नाशिक या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. एस. गट्टाणी हे न्यायाधीश, कामगार न्यायालय, नाशिक या पदावर स्थानापन्न होतील.

आदेशावरून,

का. ना. धर्माधिकारी, सहायक प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २१ मार्च २०११.

वाचा.—श्रीमती के. एस. होरे, न्यायाधीश, कामगार न्यायालय, अकोला यांचा दिनांक २५ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४५१.—श्रीमती के. एस. होरे, न्यायाधीश, कामगार न्यायालय, अकोला यांना त्यांच्या दिनांक २५ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २८ फेब्रुवारी २०११ ते ५ मार्च २०११ पर्यंत ६ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २६ फेब्रुवारी २०११, व २७ फेब्रुवारी २०११, रजेच्या पुढे दिनांक ६ मार्च २०११ हे सुट्ट्यांचे दिवस जोडून, मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्रीमती के. एस. होरे ह्या रजेवर गेल्या नसत्या तर त्यांची न्यायाधीश, कामगार न्यायालय, अकोला या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती. के. एस. होरे ह्या न्यायाधीश, कामगार न्यायालय, अकोला या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २१ मार्च २०११.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती. पी. एन. नायर, न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई यांचा दिनांक ८ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४६२.—श्रीमती. पी. एन. नायर, न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक ८ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांना दिनांक ९ मार्च २०११ ते दिनांक ११ मार्च २०११ या ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक १२ मार्च २०११ व दिनांक १३ मार्च २०११ मंजूर करण्यात आली आहे.

श्रीमती पी. एन. नायर ह्या रजेवर गेले नसत्या तर त्यांची न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती. पी. एन. नायर ह्या न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २२ मार्च २०११.

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औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. एस. के. शाळगांवकर, सदस्य, औद्योगिक न्यायालय, मुंबई यांचा दिनांक १० मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४६४.—श्री. एस. के. शाळगांवकर, सदस्य, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक १० मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक ७ मार्च २०११ ते ९ मार्च २०११ पर्यंत एकूण ३ दिवसांची परिवर्तित रजा, रजेच्या मागे दिनांक ६ मार्च २०११ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. एस. के. शाळगांवकर हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एस. के. शाळगांवकर, हे सदस्य, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २२ मार्च २०११. के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.— श्री. ए. जी. मोहब्बे, न्यायाधीश, कामगार न्यायालय, लातूर यांचा दिनांक ८ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४६६.—श्री. ए. जी. मोहब्बे, न्यायाधीश, कामगार न्यायालय, लातूर यांना त्यांच्या दिनांक ८ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १६ मार्च २०११ ते २५ मार्च २०११ पर्यंत एकूण १० दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २६ मार्च २०११ व दिनांक २७ मार्च २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. ए. जी. मोहब्बे हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, लातूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. जी. मोहब्बे हे न्यायाधीश, कामगार न्यायालय, लातूर या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २२ मार्च २०११.

वाचा.—श्री. डी. एस. म्हस्के, न्यायाधीश, कामगार न्यायालय, गोंदिया यांचा दिनांक ११ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४६७.—श्री. डी. एस. म्हस्के, न्यायाधीश, कामगार न्यायालय, गोंदिया यांना त्यांच्या दिनांक ११ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक ८ फेब्रुवारी २०११ ते १० फेब्रुवारी २०११ पर्यंत एकुण ३ दिवसांची परिवर्तित रजा मंजूर करण्यात आली आहे.

श्री. डी. एस. म्हस्के, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, गोंदिया या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. एस. म्हस्के, न्यायाधीश, कामगार न्यायालय, गोंदिया या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २२ मार्च २०११. के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.— श्री. डी. एस. म्हस्के, न्यायाधीश, कामगार न्यायालय, गोंदिया यांचा दिनांक १७ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४६९.—श्री. डी. एस. म्हस्के, न्यायाधीश, कामगार न्यायालय, गोंदिया यांना त्यांच्या दिनांक १७ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २० जानेवारी २०११ ते २१ जानेवारी २०११ पर्यंत एकूण २ दिवसांची अर्जित रजा व रजेच्या पुढे दिनांक २२ जानेवारी २०११ व २३ जानेवारी २०११ या सुट्ट्या जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. डी. एस. म्हस्के, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, गोंदिया या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. एस. म्हस्के, न्यायाधीश, कामगार न्यायालय, गोंदिया या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २३ मार्च २०११.

वाचा.—श्री. एन. एस. बोरसे, न्यायाधीश, ३ रे कामगार न्यायालय, मुंबई यांचा दिनांक ८ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४७१.—श्री. एन. एस. बोरसे, न्यायाधीश, ३ रे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक ८ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १४ मार्च २०११ ते २२ मार्च २०११ पर्यंत एकूण ९ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १२ मार्च २०११ व १३ मार्च २०११ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. एन. एस. बोरसे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, ३ रे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एन. एस. बोरसे, न्यायाधीश, ३ रे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २३ मार्च २०११.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.— श्री. बी. वाय. काळे, न्यायाधीश, ४ थे कामगार न्यायालय, नागपूर यांचा दिनांक ३ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४७४.—श्री. बी. वाय. काळे, न्यायाधीश, ४ थे कामगार न्यायालय, नागपूर यांना त्यांच्या दिनांक ३ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २१ फेब्रुवारी २०११ ते २५ फेब्रुवारी २०११ पर्यंत ५ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १९ फेब्रुवारी २०११ व दिनांक २० फेब्रुवारी २०११ व रजेच्या पुढे दिनांक २६ फेब्रुवारी २०११, २७ फेब्रुवारी २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. बी. वाय. काळे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, ४ थे कामगार न्यायालय, नागपूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. बी. वाय. काळे, न्यायाधीश, ४ थे कामगार न्यायालय, नागपूर या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २३ मार्च २०१३.

वाचा.—श्रीमती. पी. पी. नन्नवरे, सहाय्यक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक १० मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४७५.—श्रीमती. पी. पी. नन्नवरे, सहाय्यक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक १० मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १४ मार्च २०११ ते १९ मार्च २०११ पर्यंत एकूण ६ दिवसांची अर्जित रजा, रजेच्या मागे १२ मार्च २०११, व १३ मार्च २०११, रजेच्या पुढे दिनांक २० मार्च २०११ हे सुट्ट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्रीमती. पी. पी. नन्नवरे, ह्या रजेवर गेल्या नसत्या तर त्यांची सहाय्यक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती. पी. पी. नन्नवरे, ह्या सहाय्यक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २३ मार्च २०११.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा. — श्री. पी. आर. भरड, सदस्य, औद्योगिक न्यायालय, सातारा यांचा दिनांक २३ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४७६.—श्री. पी. आर. भरड, सदस्य, औद्योगिक न्यायालय, सातारा यांना त्यांच्या दिनांक २३ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २८ फेब्रुवारी २०११ ते २ मार्च २०११ पर्यंत एकुण ३ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २६ फेब्रुवारी २०११ व दिनांक २७ फेब्रुवारी २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. पी. आर. भरड, हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, सातारा या पदावरील स्थानापन्न नियुक्ती पूढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. पी. आर. भरड, हे सदस्य, औद्योगिक न्यायालय, सातारा या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २३ मार्च २०११. के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

वाचा.— श्री. जे. एन. शानभाग, सदस्य, औद्योगिक न्यायालय, चंद्रपूर यांचा दिनांक १६ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४७७.—श्री. जे. एन. शानभाग, सदस्य, औद्योगिक न्यायालय, चंद्रपूर यांना त्यांच्या दिनांक १६ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १७ मार्च २०११ ते २३ मार्च २०११ पर्यंत एकुण ७ दिवसांची अर्जित रजा मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. जे. एन. शानभाग, हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, चंद्रपूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. जे. एन. शानभाग, हे सदस्य, औद्योगिक न्यायालय, चंद्रपूर या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २३ मार्च २०११. के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती. पी. एन. नायर, न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई यांचा दिनांक १७ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४७८.—श्रीमती. पी. एन. नायर, न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई यांना त्यांच्या दिनांक १७ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १८ मार्च २०११ ते १९ मार्च २०११ पर्यंत एकूण २ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २० मार्च २०११ ची सुट्टी जोडून मंजूर करण्यात येत आहे.

श्रीमती. पी. एन. नायर, ह्या रजेवर गेल्या नसत्या तर त्यांची न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती. पी. एन. नायर, ह्या न्यायाधीश, ११ वे कामगार न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

का. ना. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २३ मार्च २०११.

वाचा.—श्री. डी. एस. म्हस्के, न्यायाधीश, कामगार न्यायालय, गोंदिया यांचा दिनांक ११ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४७९.— श्री. डी. एस. म्हस्के, न्यायाधीश, कामगार न्यायालय, गोंदिया यांना त्यांच्या दिनांक ११ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १४ फेब्रुवारी २०११ ते १५ फेब्रुवारी २०११ पर्यंत एकूण २ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १२ फेब्रुवारी २०११ व दिनांक १३ फेब्रुवारी २०११ च्या सुट्ट्या जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. डी. एस. म्हस्के हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, गोंदिया या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. एस. म्हस्के, न्यायाधीश, कामगार न्यायालय, गोंदिया या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २३ मार्च २०११. के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. के. एन. धर्माधिकारी, अतिरिक्त प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक २८ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४८३.—श्री. के. एन. धर्माधिकारी, अतिरिक्त प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक २८ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १४ फेब्रुवारी २०११ ते २२ फेब्रुवारी २०११ या ९ दिवसांची परिवर्तित रजा, रजेच्या मागे दिनांक १२ फेब्रुवारी २०११ व १३ फेब्रुवारी २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. के. एन. धर्माधिकारी हे रजेवर गेले नसते तर त्यांची अतिरिक्त प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. के. एन. धर्माधिकारी, अतिरिक्त प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

आर. बी. मिलक, अध्यक्ष, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २४ फेब्रुवारी २०११.

वाचा.—श्री. डी. एस. पुरोहित, सदस्य, औद्योगिक न्यायालय, कोल्हापूर यांचा दिनांक १७ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४८४.—श्री. डी. एस. पुरोहित, सदस्य, औद्योगिक न्यायालय, कोल्हापूर यांना त्यांच्या दिनांक १७ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक ७ फेब्रुवारी २०११ ते २५ फेब्रुवारी २०११ पर्यंत एकूण २५ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक ६ फेब्रुवारी २०११ व र०११ व रजेच्या पुढे दिनांक २६ फेब्रुवारी २०११ व २७ फेब्रुवारी २०११ हे सुट्टयांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. डी. एस. पुरोहित हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, कोल्हापूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. एस. पुरोहित हे सदस्य, औद्योगिक न्यायालय, कोल्हापूर या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २४ मार्च २०११. के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. जी. बी. पाटील, न्यायाधीश, २ रे कामगार न्यायालय, कोल्हापूर यांचा दिनांक १४ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४८९.—श्री. जी. बी. पाटील, न्यायाधीश, २ रे कामगार न्यायालय, कोल्हापूर यांना त्यांच्या दिनांक १४ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक ७ मार्च २०११ ते ११ मार्च २०११ पर्यंत एकूण ५ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक ६ मार्च २०११ व रजेच्या पुढे दिनांक १२ मार्च २०११ व १३ मार्च २०११ हे सुटट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. जी. बी. पाटील हे रजेवर गेले नसते तर त्यांची न्यायाधीश, २ रे कामगार न्यायालय, कोल्हापूर या पदावरील स्थानापन्न नियुक्ती पुढे चालु राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. जी. बी. पाटील, न्यायाधीश, २ रे कामगार न्यायालय, कोल्हापुर या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २४ मार्च २०११.

वाचा.—श्री. पी. एम. मोरे, न्यायाधीश, १ ले कामगार न्यायालय, ठाणे यांचा दिनांक १५ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४९०.—श्री. पी. एम. मोरे, न्यायाधीश, १ ले कामगार न्यायालय, ठाणे यांना त्यांच्या दिनांक १५ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २१ मार्च २०११ ते २३ मार्च २०११ पर्यंत ३ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २० मार्च २०११ हा सुट्टीचा दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. पी. एम. मोरे हे रजेवर गेले नसते तर त्यांची न्यायाधीश, १ ले कामगार न्यायालय, ठाणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. पी. एम. मोरे हे न्यायाधीश, १ ले कामगार न्यायालय, ठाणे या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २४ मार्च २०११. के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. एस. महात्मे, न्यायाधीश, कामगार न्यायालय, बुलढाणा यांचा दिनांक ९ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४९३.—श्री. ए. एस. महात्मे, न्यायाधीश, कामगार न्यायालय, बुलढाणा यांना त्यांच्या दिनांक ९ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १४ मार्च २०११ ते १६ मार्च २०११ पर्यंत एकूण ३ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १२ मार्च २०११ व १३ मार्च २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. ए. एस. महात्मे हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, बुलढाणा या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. एस. महात्मे, न्यायाधीश, कामगार न्यायालय, बुलढाणा या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, मुंबई, दिनांक २५ मार्च २०११. औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

वाचा.—श्री. एस. जे. काळे, सदस्य, औद्योगिक न्यायालय, सोलापुर यांचा दिनांक १७ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४९५.—श्री. एस. जे. काळे, सदस्य, औद्योगिक न्यायालय, सोलापूर यांना त्यांच्या दिनांक १७ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २१ मार्च २०११ ते २४ मार्च २०११ पर्यंत ४ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक २० मार्च २०११ हा सुट्टीचा दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. एस. जे. काळे हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, सोलापूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एस. जे. काळे, सदस्य, औद्योगिक न्यायालय, सोलापूर या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २५ मार्च २०११. का. ना. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. जी. एल. मसंद, न्यायाधीश, कामगार न्यायालय, धुळे यांचा दिनांक ८ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ४९६.—श्री. जी. एल. मसंद, न्यायाधीश, कामगार न्यायालय, धुळे यांना त्यांच्या दिनांक ८ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १४ मार्च २०११ ते १९ मार्च २०११ पर्यंत एकूण ६ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १२ मार्च २०११ व १३ मार्च २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. जी. एल. मसंद हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, धुळे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. जी. एल. मसंद, न्यायाधीश, कामगार न्यायालय, धुळे या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २५ मार्च २०११.

OFFICE OF THE ADDITIONAL COMMISSIONER OF LABOUR BHOSALA CHAMBERS, CIVIL LINES, NAGPUR DATED 9TH MARCH 2011.

NOTIFICATION

No. ALC/ADJ/PUB/IT/Nagpur/02/2011.— In pursuance of section 17 of Industrial Disputes Act, 1947 (XIV of 1947) read with Government. Notification Industry, Energy and Labour Department No. IDA-2002/5686/(2882) LAB. 3, dated 19th August 2003. The Additional Commissioner of Labour, Nagpur hereby publishes the enclosed Award of the Industrial Court, Nagpur refered for adjudication by the Additional Commissioner of Labour, Nagpur in reference ADJ/IT/09/2001 in the Industrial Disputes between M/s. (1) Maharashtra State Electricity Board, By its Joint Secretary (Technical), Prakashgadh, Bandra (East), Mumbai-51. (2) Chief Engineer, (Gen. O&M) Koradi Thermal Power Station, M.S.E.B., Koradi, Distt. Nagpur And Maharashtra Rajya Vidyut Mandal, Tantrik Kamgar Union, By its General Secretary, 208, Sant Tukdoji Apartment, Velekar Layout, Manewada Road, Nagpur.

Exh. 32.

BEFORE THE INDUSTRIAL COURT (MAHARASHTRA) (NAGPUR BENCH) NAGPUR.

Ref. (IT) No.9/2001.—(1) Maharashtra State Electricity Board, by its Joint Secretary (Technical), Prakashgadh, Bandra (East). Mumbai-51. (2) Chief Engineer (Gen. O & M). Koradi Thermal Power Station, M.S.E. Board, Koradi District: Nagpur.—Party No.1.—And.—Maharashtra Rajya Vidyut Mandal, Tantrik Kamgar Union, by its General Secretary, 208, Sant Tukdoji Apartment, Velekar Layout, Manewada Road, Nagpur.—Party No.2.

CORAM.— A. P. Kurhekar, Member.

Apperances.— Shri R. E. Moharir, Advocate for Party No.1.

Shri B. M. Khan, Advocate for Party No. 2.

AWARD

(Passed on 25th January 2011)

- 1. This is a reference made by the State Government under Section 12 of Clause (5) of the Industrial Disputes Act, 1947 (which shall hereinafter be referred to as "I. D. Act" for the sake of brevity) for adjudication of industrial disputes in between M.S.E.B., Koradi and General Secretary, Maharashtra Rajya Vidyut Mandal, Tantrik Kamgar Union, Nagpur because of failure of conciliation before the Assistant Commissioner of Labour/Conciliation Officer inititated in pursuance of application made by the party No. 2 union, under section 2(k) if the I. D. Act.
- 2. Party No.2 had made an application under section 2(k) of the I. D. Act for conciliation before the Assistant Commissioner of Labour/Conciliation Officer raising grievances that their members/ employees of the party No.1 S/Shri B. N. Jumde-Chargeman-II, D. N. Maharashabde-Chargeman-II and V. T. Bhusari- Chargeman-II were not given promotion in accordance to seniority and they have been wrongly superseded by promoting juniors to them. But, conciliation fails and therefore, this reference is made by the State Government.
- 3. On receipt of reference, notices issues to both the parties. Party No.2 *i.e.* union has filed statement of claim and party No.1-M.S.E.B. has filed written statement. Thereafter, this Court framed issues and matter proceeded for evidence. However, despite enough opportunity and time granted by the court from time to time the party No. 2 union has failed to produce any evidence and their counsel is also continuously absent. Therefore, the evidence of party No.2 was closed on 13th July 2009 and the matter was kept for evidence of party No.1. However, the party No.1 also fails to produce any evidence despite enough chances and therefore, ultimately the matter was closed for order.

4. Today, Shri Moharir, learned advocate for the party No.1 is present. He submitted that party No.2 union being failed to adduce evidence the reference is liable to be disposed of, for want of prosecution. On merit, he submitted that the grievances raised by the party No.2 union for denial of promotion in accordance to seniority is without any merit. Today also none appeared for party No.2 union and their counsel is also absent. As such, there is no evidence of party No.2 union in support of their statement of claim. The reference is of 2001 and period of 10 years is already over but no evidence is led. The employees whose grievances are raised in this reference are also not appearing in individual capacity. Probably, they might have retired and therefore lost interest in the matter. Any way, there being no evidence in support of statement of claim, this reference needs to be disposed of for want of prosecution. The reference is accordingly disposed of for want of prosecution and answered accordingly. Hence, award.

AWARD

- (1) The reference is disposed of for want of prosecution.
- (2) Copy of award be sent to Additional Commissioner of Labour, Nagpur, for information and publication of award.
 - (3) Parties to bear their own costs.
 - (4) Proceedings closed.

Nagpur, dated the 25th January 2011. Dictated and delivered in open Court. A. P. KURHEKAR, Member, Industrial Court, Nagpur.

Nagpur, dated the 9th March 2011.

Signed---Additional Commissioner of Labour, Nagpur.

OFFICE OF THE ADDITIONAL COMMISSIONER OF LABOUR Bhosala Chambers, Civil Lines, Nagpur-1 Dated 29th March 2011.

NOTIFICATION

No. ALC/ADJ/PUB/IT/Nagpur/05/2011.— In pursuance of section 17 of Industrial Disputes Act, 1947 (XIV of 1947) read with Govt. Notification Industry, Energy and Labour Department No.IDA-2002/5686/(2882) LAB.-3, dated 19th August 2003. The Additional Commissioner of Labour, Nagpur hereby publishes the enclosed Award of the Industrial Court, Nagpur referred for adjudication by the Additional Commissioner of Labour, Nagpur in reference ADJ/IT/02/2007 in the Industrial Disputes between M/s. Divisional Controller, Maharashtra State Road Transport Corporation, Railway Station Road, Nagpur And Maharashtra State Transport Kamgar Sanghatana, Mode Mill Chowk, Ganeshpeth, Nagpur.

Exhibit No.30

Before the industrial Tribunal, Nagpur, Presided over by A. P. Kurhekar

REFERENCE (IT) NO. 02 OF 2007.— Adjudication between.—Divisional Controller Maharashtra State Road Transport Corporation, Rly. Station Road, Nagpur.—*Party No.1.—And.*—Mahaashtra State Transport Kamgar Sanghatna, Mode Mill Chowk, Ganeshpeth, Nagpur.—*Party No.2*.

IN THE MATTER OF REFERENCE UNDER SECTION 12(4) & (5) OF INDUSTRIAL DISPUTES ACT, 1947.

Advocates.—Shri P. N. Khadgi, Advocate for Party No. 1. Shri A. H. Jamal, Advocate for Party No. 2.

AWARD

(Passed on 22nd February, 2011.)

- 1. This is a Reference made by the State Government through Additional Labour Commissioner, Nagpur for decision after the failure of conciliation of industrial dispute in between in between Party No. 1 and Party No. 2 in respect of punishment of stoppage of three increments inflicted upon Shri Mohan Vyankatesh Mujumdar, Conductor.
- 2. Party No. 2 is Union namely Maharashtra State Transport Kamgar Sanghatna and Party No.1 is employer namely Maharashtra State Road Transport Corporation. Shri Mohan Vyankatesh Mujumdar is in the employment of Party No.1 as a Conductor since 1988. Party No.1 issued charge sheet on 25th January 1995 to Mohan Vyankatesh Mujumdar on the allegation that on 17th January 1995 while he was conductor on Bus No. 1128, Khaparkheda to Bardi he collected fare from the passangers but did not not issue tickets and cash was found in excess. Employee Mohan Mujumdar denied the charges by filing reply on 28th January 1995. Accordingly domestic enquiry was conducted for the charges under clauses 7-a, 7-c, 7-d, 12b and 32 of Discipline & Appeal Procedure . The enquiry officer held him guilty of the charges levelled against him and consequently Party No.1 imposed punishment of stoppage of three increments with cumulative effect by order dated 18th November 1995. Thereafter Party No.2 and delinquent Mohan Mujumdar made an application under Section 2(k) of the industrial Disputes Act for conciliation before Additional Commissioner of Labour, Nagpur. However, conciliation fails. Ultimately Reference has been made to this Court for decision whether the delinquent is entitled for releasing three increments withheld by Party No.1 with cumulative effect.

- Party No.2 filed statement of claim at Exh.6. inter alia, stating that Party No.1 served charge sheet upon him on the allegation that on 17th January 1995 while delinquent was Conductor on bus No.1128 in checking at Dahegaon Fata 15 passengers were found travelling without ticket. The delinquent had collected incomplete fare Rs.18 from 13 passengers instead of fare Rs.29.25 paise and did not issue them tickets. Whereas 2 passengers who boarded the bus at Chankapur for Dahegaon were neither issued tickets nor fare was collected. Besides, cash of Rs.31.45 paise was found excess with the delinquent. The delinquent replied the charge sheet by filing reply dated 28th January 1995 thereby denying the charges and explained the circumstances. He contends that some passengers gave currency note of Rs.50 and 100 but the change was to be refunded to them and therefore some amount was found in excess with him. Admittedly, bus was checked at Dahegaon Fata. In the statement of claim the delinquent/Party No.2 contends that some of the passengers gave fare Rs. 1.75 paise only for travelling from Khaparkheda to Dahegaon and they were disputing the actual fare Rs. 2.25 paise demanded by the delinquent. Whereas two passengers boarded at Chankapur for Dahegaon neither paid fare nor collected the tickets. The bus was checked just before it reached Dahegaon Fata when delinquent was busy in collecting fare and distributing tickets to the passengers. As such the work of demanding fare and issuances of tickets to the passengers was in progress but amidst of it the bus was checked. The officials of Party No. 1 who checked the bus also admitted this fact in cross examination before enquiry officer. The enquiry officer, however did not consider the evidence and came to the wrong conclusion and recorded wrong findings holding the delinquent guilty for the charges. The Party No.1 imposed punishment of the stoppage of three increments with cumulative effect by impugned order dated 18th November 1995. The delinquent filed departmental appeal but in vain. The delinquent therefore contend that the punishment inflicted upon him is not legal and prayed to answer the Reference in affirmative.
- 4. Party No.1 filed written statement at Ex.8. *inter alia*, contending that the finding of enquiry officer holding the delinquent guilty for the charges in respect of incident dated 17th January 1995 is legal and correct. In domestic enquiry full and fair opportunity was given to the delinquent to defend himself. The delinquent was found guilty for misappropriation of the money as he allowed the passengers to travel without ticket and failed to issue tickets to some of the passangers though collected fare from them. The party No.1 therefore contends that the delinquent has committed serious misconduct and punishment of stoppage of three increments is proportionate to the gravity of charges. The Party No.1 therefore prayed to answer the Reference in negative.
- 5. No oral evidence is led by the parties. The Party No.2 and Party No.1 have filed joint pursis at Ex.29 that they do not want to lead oral evidence on merits. The Party No.1 however, produced proceedings of domestic enquiry with list Ex.9.
- 6. Heard Shri Khadgi learned Counsel for party No.1 and Shri Jamal learned Counsel for Party No.2.
- 7. In view of submissions advanced at the bar following points arise for consideration and findings are recoded thereon for the reasons stated below :—

Points Findings

(1) Whether the domestic enquiry was fair and inconsonance with principles of natural justic?

Yes.

(2) Whether finding of enquiry officer holding the delinquent guilty for the charges is justified?

No.

(3) Whether Party No.1 proves the misconduct by aducing evidence in the Court ?

Does not survive.

(4) Whether Party No.2 is entitled to the release of three increments as withheld by the Party No.1 with cumulative effect by impugned order dated 18th November 1995?

Yes.

(5) What order?

Reference is answered in affirmative.

Reasons

Points No.1.— So far fairness of domestic enquiry and observations of principles of natural justice is concerned, there is nothing to point out that enquiry officer has committed breach of any principles of natural justice and the delinquent was not given fair and proper opportunity to defend himself. The challenge is restricted to the correctness of the finding of enquiry officer holding the delinquent guilty of the charges. The perusal of enquiry papers also reveals that the delinquent was given full and fair opportunity to cross-examine the witnesses and to defend himself. In fact no submission is advanced on the point of fairness of enquiry. I, therefore, see no difficulty to hold that fair and full opportunity was given to the delinquent to defend himself and enquiry was conducted inconsonance with the principles of natural justice. Points No.1 is accordingly answered in affirmative.

- 9. Points No. 2 .—The crux of the matter is whether the finding of the enquiry holding the delinquent guilty of the charges levelled against him is justified. Admittedly on 17th January 1995 delinquent was Conductor on ST bus No. 1128 plying from Khaparkheda to Bardi and bus was checked near Dahegaon fata. The checking squad was comprising of Shri D.B. Sharma, A.T.I., Shri Totewas and Shri Somnathe. Traffic Controllers, Admittedly 15 passengers were without ticket out of them 13 passengers who travelled from Khaparkheda to Dahegaon paid fare Rs.18 instead of correct fare Rs.29.25 paise @ Rs.2.25 paise and tickets were not issued to them. Whereas from remaining 2 passengers boarded at Chankapur from Dahegaon neither fare was collected nor tickets were issued. Besides, admittedly surplus cash of Rs. 31.45 paise was found with the delinquent. Undisputedly there was heavy rush in the bus comprising of 64 passengers. It is also not in dispute that at the relevant time somebody else was on duty of Conductor but on time he did not come and therfore delinquent was asked to the said duty as a Conductor of the said trip from Khaparkheda to Bardi. The distance between Kharapkheda to Dahegaon is near about 6 kms. and distance from Chankapur to Dahegaon is near about 2 kms.
- 10. The delinquent was served with charge sheet dated 25th January 1995 for the following charges as per Discipline & Appeal Procedure :—
 - (1) Failure, without reasonable cause, on the part of the conductor to issue any tickets and thereby permitting ticketless travel (Clause 7-a).
 - (2) Failure to issue a ticket to a passenger by a Conductor after recovery of fare. (Clause 7-c).
 - (3) Failure to issue a ticket to a passenger within reasonable time prescribed from time to time (Clause7-d).
 - (4) Fraud, dishonesty or missappropriation in connection with the business or the property of the Corporation(Clause 12-b).

- (5) Excess over Rs.25 found with a Conductor without proper explanation or repeated excess of smaller amount found with a conductor (Clause 32).
- 11. The delinquent gave reply on 28th January 1995 and thereby explained that 13 passengers who boarded at Khaparkheda from Dahegaon were disputing the correctness of fare Rs. 2.25 paise. He was demanding fare to them and was in process of issuing tickets in running bus. 2 passengers who boarded at Chankapur for Dahegaon did not pay fare nor he could issue tickets to them as he was in the process of issuing tickets and collecting fare in the running bus which was checked amidst his work. So far excess cash Rs.31.45 is concerned he stated that some of the passengers gave currency notes of Rs.50 and 100 to whom refund was to be given. Thus, sum and substance of the defence is that his booking and issuance of tickets itself was incomplete and amidst booking the bus was checked.
- 12. Shri Khadgi learned Counsel for party No.1 submitted that delinquent was required to collect full fare from the passengers at the place of boarding itself and was bound to issue correct tickets to them before bus leaves the place of boarding. According to him delinquent deliberately allowed the passengers to travel without tickets with intention to misappropriate the money. He therefore tried to justify the findings of enquiry officer.
- 13. Per contra Shri Jamal learned Counsel of Party No.2 pointed out that the admissions made by officials of checking party clearly demonstrates that delinquent was in the process of issuance of tickets and collection of fare and therefore it cannot be said that delinquent had any intention to grab the money or to cause loss to the department. According to him the finding of enquiry officer is based purely on surmises and conjectures.
- 14. Now let us see the evidence led before the enquiry officer. Shri Somnathe Traffic Controller stated that distance between Khaparkheda to Dahegaon is 2 kilometers, he admits that there were in all 64 passengers in the bus. He further admits that when bus was in intersected at Dahegaon fata the delinquent was found busy and engrossed in issuance of tickets to the passengers. He further admits that six passangers who boarded the bus at Khaparkheda were required to give correct fare Rs. 13.50 paise but paid Rs.6 only and therefore difference of Rs.7.50 paise was recovered from those passengers during checking. To the question as to whether he made any enquiry to the passengers for payment of less fare, he replied that he did not think it necessary to make any such enquiry to them. Second witness Shri Sharma A.T.I also admits in cross-examination that when bus was intercepted and was checked dispute about the correctness of fare was going on amongst the passengers. He further admits that conductor was busy in demanding fare to the passengers and distributing tickets. Further more there is one specific admission about the dispute of fare. He clearly admits that passengers were complaining to the checking squad that the Conductor normally takes fare Rs. 1.75 paise as usual but the delinquent is demanding fare Rs. 2.25 paise per passenger. The evidence led before enquiry officer further discloses that during checking the officials of checking squad recovered remaining fare from those passengers who have not paid full fare @ Rs. 2.25 paise and then tickets were issued from the tray of the delinquent. So far two passengers who boarded at Chankapur are concerned admittedly the fare was not collected by the delinquent from them. They boarded the bus at Chankapur for Dahegaon which distance is two kilometers. They did not complain that delinquent had collected fare from them but did not issue tickets.
- 15. Thus, the evidence led before enquiry officer particularly admission of the witnesses solicited in cross-examination unerringly demonstrates that 13 passengers out of 15 gave incomplete fare totaling to Rs.18 instead of correct fare Rs.29.25 paise and they were disputing fare @ Rs. 2.25 paise as demanded by the delinquent that is why the delinquent did not issue tickets

to them and was trying to convince them that the correct fare is Rs. 2.25 paise per head. The evidence further clearly spells that when bus was intercepted the Conductor was already in process of demanding correct fare and isssuance of tickets to the passengers. In other words the booking was incomplete and amidst the bus was intercepted. So far two remaining passengers are concerned they boarded at Chankapur for Dahegaon and before Conductor reach to them for collection of fare the bus was intercepted.

- 16. Thus, it is obvious from the evidence that after boarding of the passengers the bus proceeded ahead and in running bus the delinquent was collecting fare from the passengers and was distributing tickets to them. As there was heavy rush and distance was very short the bus reached upto Dahegaon fata where it was intercepted by the checking squad who also found Conductor in process of issuance of tickets and collection of fare. In such situation it is difficult to conclude that delinquent had any intention to grab money or to cause loss to the department. Therefore in absence of evidence of the passengers to find out veracity of the defence the conclusion of the enquiry officer holing the delinquent guilty is based upon surmises. Such conclusion cannot be accepted without testing the veracity of the defence by examining the passengrs particulary in view of various admissions solicited in the cross-examination of the checking squad.
- The enquiry officer in its report held the delinquent guilty on the ground that delinquent was bound to collect correct fare from the passengers at the place of boarding and to issue tickets to them then and there in report he observed that had conductor recovered the correct fare at the place of boarding itself such incident would not have occurred. No doubt strictly speaking delinquent was required to collect fare and to issue tickets at the place of boarding itself. However in pratice there is devation and common pratice is to collect fare and issue tickets to the passengers in the running bus. In such situation only for deviation of rule one cannot jump to the conclusion that the delinquent was intending to grab the money or cause loss to the department. As such if one considers the matter in practical sense pragmatically the charges cannot be said to have been proved. This Court is not oblivious that the strict principles of Evidence Act are not applicable to the domestic enquiry and standard of proof is on preponderance of probability. However, the findings of enquiry officer must be based on proper appreciation of evidence. In present case the enquiry officer has not considered vital admissions made by the witnesses in cross examination and simply based his conclusion on the non-observation of rule of collection of fare and issuance of tickets at the place of boarding. In present case the defence is notonly more probable but it is fortified and strengthen by the various admissions made by witnesses in domestic enquiry. In such situation defence cannot be rejected outrightly.
- 18. In view of above I have no hesitation to sum-up that the finding of enquiry officer holding the delinquent guilty for the charges levelled against him is not justified. The findings is incorrect and liable to be set aside. Point No.2 is accordingly answered in negative.
- 19. Point No.3.—As per settled principles of law if the findings of enquiry officer is found perverse or incorrect opportunity needs to be given to the employer to prove the charge by adducing evidence in the Court. However in present case surprisingly the Party No.1 in written statement has not prayed for any opportunity to lead evidence in the Court to prove the misconduct. There is no whisper in the written statement about the permission to lead evidence in the Court in case finding the enquiry officer found incorrect by the Court. Further more, Party No.1 has filed pursis at Ex.29 making it clear that it does not want to lead any evidence on merit. Apart, today also I called upon learned counsel for Party No.1 to know whether department wants to lead any evidence to which he answered in negative in view of pursis filed at Ex. 29. In fact there being no prayer in the written statement now question of giving any such opportunity does not arise. Point No.3 is therefore answered as does not survive.

- 20. Point No.4.—The necessary corollry of finding on Point No.2 is that the punishment of withholding of three increments with cumulative effect as imposed by order dated 18th November 1995 is not sustainable and liable to be set aside. The delinquent is therefore entitled to the release of withheld three increments. Points No.4 is therefore answered in affirmative.
- 21. The totality of above discussion leads me to sum-up that delinquent is entitled to the relief of release of three which were withheld by impugned order dated 18th November 1995 and the Reference deserves to be answered in affirmative. Hence award.

Award

- (1) The impugned order dated 18th November 1995 imposing punishment of withholding of three increments with cumulative effect is set aside.
- (2) Party No.2 is entitled to the release of those three withheld increments and the Reference is answered in affirmative.
 - (3) No orders as to costs.
 - (4) Copy of award be sent to Additional Commissioner of Labour, Nagpur for publication.

Nagpur, Dated 22nd February 2011. A. P. Kurhekar, Presiding Officer, Industrial Tribunal, Nagpur.

Nagpur, Dated 29th March 2011. Sd/-, Additional Commissioner of Labour, Nagpur.

OFFICE OF THE ADDITIONAL COMMISSIONER OF LABOUR

Bhosala Chambers, Civil Lines, Nagpur-1 Dated 29th March 2011.

NOTIFICATION

No. ALC/ADJ/PUB/IT/Nagpur/04/2011.— In pursuance of section 17 of Industrial Disputes Act, 1947 (XIV of 1947) read with Govt. Notification Industry, Energy and Labour Department No.IDA-2002/5686/(2882) LAB-3, dated 19th August 2003. The Additional Commissioner of Labour, Nagpur hereby publishes the enclosed Award of the Industrial Court, Nagpur referred for adjudication by the Additional Commissioner of Labour, Nagpur in reference ADJ/IT/04/2010 in the Industrial Disputes between M/s. Anant Construction Ltd., Plot No. A-3, MIDC, Kamleshwar, Dist. Nagpur And Shri Amrut Meshram, President, Nagpur General Kamgar Union, C/o. CITU Office, 303, Shaniwari, Com, A. K. Gopal Bhawan, Nagpur.

Exh. No.9.

Before the industrial Tribunal, Nagpur, Presided over by A.P. Kurhekar.

REFERENCE (IT) NO. 04 OF 2010.— *Adjudication between*.—M/s. Anant Construction Limited, Plot No.A-3, MIDC, Kalmeshwar, District Nagpur. *Party No.1.*—And.— Shri Amrut Meshram, President, Nagpur General Kamgar Union, C/o. CITU Office, 303, Shaniwari, Com. A.K. Gopal Bhawan, Nagpur.—*Party No.2*.

IN THE MATTER OF REFERENCE UNDER SECTION 12(5) OF THE INDUSTRIAL DISPUTES ACT, 1947.

Advocates.—Shri H. N. Katkoria, Advocate for Party No. 1. None Present for Party No. 2.

Award

(Passed on 25th February 2011.)

- 1. This is a Reference made by the State Government Under Section 12 (5) of Industrial Disputes Act, 1947 for adjudication of Industrial dispute after failure of conciliation proceedings in between Party No.1/employer M/s. Anant Construction Limited and Party No.2/ Union namely Nagpur General Kamgar Union.
- 2. The Union made application Under Section 2(k) of I. D. Act to Conciliation Officer/Additional Commissioner of Labour Nagpur, raising thereby various demands in respect of increase in salary. Dearness Allowance, House Rent Allowance, Leaves etc. The Union made in all 17 demands and requested the Conciliation Officer for Conciliation. However Conciliation fails. Consequently the present Reference has been made to this Court for adjudication.
- 3. On receipt of Referene notices were issued to the Party No.1/ employer and Party No.2/ Union. Party No.1 appeared through Advocate Shri Katkoria. The notice has been served upon Party No.2/ Union *vide* Ex.5 but none appeared on behalf of union. Thereafter also four dates were given anticipating appearance of union but in vain. As such there is no statement of claim of Party No.2 and consequently question of filing written statement by Party No.1 did not survive. Thus, it appears that Party No.2 union is not interested in the Reference and that is why failed to appear and to file the statement of claim in respect of demands made by them. Therefore I have no other alternative except to dispose of the Reference for want of prosecution by the Party No.2/ Union. Hence award.

Award

- (1) The Reference is disposed of for want of prosecution by Party No.2/ Union.
- (2) No orders as to costs.
- (3) Copy of award be sent to Additional Commissioner of Labour Nagpur for publication.

Nagpur, Dated 25th February 2011. A. P. Kurhekar,
Presiding Officer,
Industrial Tribunal, Nagpur.

Nagpur, Dated 29th March 2011. Sd/----Additional Commissioner of Labour Nagpur.

OFFICE OF THE ADDITIONAL COMMISSIONER OF LABOUR

Bhosala Chambers, Civil Lines, Nagpur-1 Dated 29th March 2011.

NOTIFICATION

No. ALC/ADJ/PUB/IT/Nagpur/03/2011.—In pursuance of section 17 of Industrial Disputes Act, 1947 (XIV OF 1947) read with Govt. Notification Industry, Energy and Labour Department No. IDA-2002/5686/(2882) LAB-3, Dated 19 August 2003. The Additional Commissioner of Labour Nagpur hereby publishes the enclosed Award of the Industrial Court Nagpur referred for adjudication by the Additional Commissioner of Labour Nagpur in reference ADJ/IT/08/2004 in the Industrial Disputes between M/s. (1) Managing Director, Lokmat Group of News Paper, Lokmat Bhawan, Wardha Road, Nagpur (2) General Manager, Nav Bharat Hindi Dainik, Wardha Road, Nagpur, (3) General Manager, Nav Rashtra Marathi Dainik, Chhatrapati Chowk, Wardha Road, Nagpur, (4) General Manager, The Hitavada Press, Wardha Road, Nagpur, (5) General Manager, Tarun Bharat Dainik, (M/s. Narkesri Prakashan Ltd.) Ramdas Peth, Nagpur and (1). General Secretary, Lokmat Shramik Sanghatana, Nagpur, (2) General Secretary, Shramik Sangh, Nagpur, (3) General Secretary, Nagpur Shramik Patrakar Sang, Nagpur (4) General Secretary, Hitavada Shramik Sangh, Nagpur. (5) General Secretary, Nagpur Press Kamgar Sangh, Nagpur.

Exh. 23.

Before the industrial court (Maharashtra) (Nagpur Bench) Nagpur.

Ref. (IT) No.8/2004.—(1) Managing Director, Lokmat Group of Newspaper, Lokmat Bhavan, Wardha Road, Nagpur.—(2) General Manager, Nav Bharat Hindi Dainik, Wardha Road, Nagpur.(3) General Manager, Nav Rashtra Marathi Dainik, Chhatrapati Square, Wardha Road, Nagpur. (4) General Manager, The Hitavada Press, Wardha Road, Nagpur. (5) General Manger, Tarun Bharat Dainik (M/s. Narkesri Prakashan Ltd.) Ramdas Peth, Nagpur.—Party No.1.—And.— (1) General Secretary, Lokmat Shramik Sanghatana Nagpur.—(2) General Secretary, Shramik Sangh, Nagpur.(3) General Secretary, Nagpur Shramik Patrakar Sangh, Nagpur.—(4) General Secretary Hitavada Shramik Sangh, Nagpur.—(5) General Secretary, Nagpur Press Kamgar Sangh, Nagpur.—Party No.2.

CORAM.— A. P. Kurhekar, Member.

Shri A. R. Atrey, Advocate for Party No.1. Appearances.—

Shri S. D. Thakur, Advocate for Party No.2.

Award

(Passed on 17th February 2011.)

- (1) This is a reference made by the State Government under section 12 of clause (5) of the Industrial Disputes Act, 1947 (for short "I.D. Act" for the sake of brevity) for adjudication of Industrial Disputes in between Managing Director, Lokmat Group of Newspaper, Nagpur and others and General Secretary, Lokmat Shramik Sanghatana, Nagpur and others because of failure of conciliation before the Assistant Commissioner of Labour/Conciliation Officer initiated in pursuance of application made by the party no.2 union under section 2(k) of the I. D. Act.
- (2) Party No.2 had made an application under section 2(k) of the I.D. Act for conciliation before the Assistant Commissioner of Labour/ Conciliation Officer raising certain demands/ grievances but, conciliation fails and therefore, this reference is made by the State Government.
- (3) On receipt of reference, notices were issued to both the parties. Party no. 2 i.e. union has filed statement of claim at Exh.13 Party No. 2 contends that majority of the employees are the members of its union. In this reference Party No. 2 prayed for working of Journalists and Non-Journalists employees should be divided into in three shifts and the timing of all the three shifts should be common. Party No.2 further prayed for increasing paid festivals holidays from 8 to 10 per year commencing from the year 2003.

- 4) Party No. 1 by filing written statement resisted the claim of Party No. 2. Party No. 1 contends that newspaper establishment is governed by the provisions of the Bombay Industrial Relations Act, 1946. The reference is made by five different unions operating in five different newspaper establishment and therefore they have no right to raise such demands. Party No. 2 union is not recognized union. The demands if any are required to be raised by the elected representative having been elected Under Section 28 of the B.I.R. Act. Present reference is not made by elected representative. In view of above, the reference itself is illegal. Party No.1 contends that Party No. 2 is not entitled to any relief prayed for and prayed to answer the reference in negative.
- (5) Thereafter, matter proceeded for evidence. However, despite enough opportunity and time granted by the Court from time to time the Party No.2 union has failed to produce any evidence and therefore no evidence order was passed. On 29th January 2011 Learned Counsel for the Party No.2 has filed an application for recalling the order of arguement and fixing the case for evidence of Party No.2 at Exh.22. This application was allowed as last chance and matter was fixed today *i.e.* on 17th February 2011 for evidence of Party No.2. But, today, Party No.2 and their counsel both are absent and did not lead evidence. Party No.1 and their counsel are also continuously absent. It seems parties are not interested in prosecuting the matter. Therefore, I have no alternative except to answer the reference in negative. The reference is accordingly disposed of for want of prosecution and answered accordingly. Hence, award.

Award

- (1) The reference is disposed of for want of prosecution.
- (2) Copy of award be sent to Additional Commissioner of Labour, Nagpur, for information and publication of award.
 - (3) Parties to bear their own costs.
 - (4) Proceedings closed.

Dated 17th February 2011.

Dictated and delivered in Open Court.

A. P. KURHEKAR, Member, Industrial Court, Nagpur.

Nagpur, Dated 29th March 2011. sd/-Additional Commissioner of Labour, Nagpur.

BY THE ASSISTANT REGISTRAR OF UNIONS, BOMBAY INDUSTRIAL RELATIONS ACT, 1946, AURANGABAD.

No. AWB/BIR/07/2011.— In the exercise of the powers confirmed on me under Section 14 and 23 (1) of the Bombay Industrial Relations Act, 1946 and Rule 26 of the Bombay Industrial Relations Rules, 1947. I, do hereby on the 29th March 2011 registered the "Bhaurao Chavan Sahakari Sakhar Kamgar Sanghtna (INTUC)" Laxminagar, Degaon-Yelegaon, Tq. Ardhapur, Dist. Nanded as a Representative Union and enter the name of said union in the approved list of Unions for the Sugar Industry in the local area of Kalamnoori Taluka, in Hingoli Dist. for the reasons mentioned in my order dated 1st April 2011 regarding its application under section 14 of the Bombay Industrial Relations Act, 1946.

K. V. DAHIPHALKAR,

Asstt. Registrar of Unions under the Bombay Industrial Relations Act, 1946, Aurangabad.

Place: Aurangabad, Date: 1st April 2011.

ANNEXURE

BEFORE SHRI K. V. DAHIPHALKAR, ASSISTANT REGISTRAR OF UNIONS UNDER THE BOMBAY INDUSTRIAL RELATIONS ACT, 1946, AURANGABAD

Application under section 13(1) and 23 (1) of the Bombay Industrial Relations Act, 1946.

Order

The General Secretary, Bhaurao Chavan Sahakari Sakhar Kamgar Sanghtana (INTUC) Laxminagar, Degaon-Yelegaon, Tq. Ardhapur, Dist. Nanded (Herein after referred to as "Union") made an application on 9th July 2010 under section 13(1) of the Bombay Industrial Relations Act, 1946 for Registration as a Representative Union for the Sugar Industry in the local area of Kalamnoori Taluka, in Hingoli Dist. The said union also made an application on the above date for being entered in the approved list of unions under section 23(1) of the Bombay Industrial Relations Act, 1946 for the Sugar Industry in the said local area.

The union is registered *vide* registration No.AWB/1652/97, dated 23rd April 1997 under the Trade Unions Act, 1926. The Union claimed membership in the Sugar Industry in the local area of Kalamnoori Taluka, in Hingoli Dist. for the three calender months immediately precedings the date of application as follows:—

Sr. No.	Months	Membership	Percentage	
(1)	(2)	(3)	(4)	
1	April, 2010	154	94.56%	
2	May, 2010	154	94.56%	
3	June, 2010	154	94.56%	

After the Scrutiny by this office the application was found in order. The Union was therefore asked to produce the membership records and other documents as required under Rule 28-A of the Bombay Industrial Relations Rules, 1947. After verification of the above said records, spot

verification of the membership was fixed on 8th March 2011 at Bhaurao Chavan Sahakari Sakhar Karkhana Ltd., Shivaji Nagar, Dongar Kada, Unit No.2, Tq. Kalmnoori, Dist. Hingoli. The employment figure as already reported by management was 155 out of which 121 employees appeared in person for membership verification on 8th March 2011. Out of 155 employees 121 deposed in favour of the "Bhaurao Chavan Sahakari Sakhar Kamgar Sanghatna (INTUC)" Laxminagar, Degaon-Yelegaon, Tq. Ardhapur, Dist. Nanded. The membership percentag comes to 78.06% which is more than 25% as required for registration as Representative Union for such Industry in such local area.

As the Bhaurao Chavan Sahakari Sakhar Kamgar Sanghtana (INTUC), Laxminagar, Degaon-Yelegaon, Tq. Ardhapur, Dist. Nanded does not suffer from any other disqualification for being registered as Representative Union and as Union complies with the condition specified in section 23(1) of Bombay Industrial Relations Act, 1946 for being entered in the approved list of Union. I, do hereby register the Bhaurao Chavan Sahakari Sakhar Kamgar Sanghtna (INTUC), Tq. Ardhapur, Dist. Nanded for Sugar Industry in Kalamnoori Taluka, in Hingoli Dist., as a Representative Union under section 14 of the Bombay Industrial Relations Act, 1946 and also hereby enter the name of "Bhaurao Chavan Sahakari Sakhar Kamgar Sanghtana (INTUC), Tq. Ardhapur, Dist. Nanded" in the approved list of the Unions under section 23 (1) of the Bombay Industrial Act, 1946 for the Sugar Industry in the local area of Kalmnoori Tq. in Hingoli Dist.

K. V. DAHIPHALKAR,

Asstt. Registrar of Unions under the Bombay Industrial Relations Act, 1946, Aurangabad.

Place: Aurangabad Date: 1st April 2011.

BY THE ASSISTANT REGISTRAR OF UNIONS, BOMBAY INDUSTRIAL RELATIONS ACT, 1946, AURANGABAD.

No. AWB/BIR/07/2011.— In the exercise of the powers confirmed on me under section 14 of the Bombay Industrial Relations Act, 1946 and Rule 26 of the Bombay Industrial Relations Act, 1947. I, do hereby on the 1st April 2011 registered the Bhaurao Chavan Sahakari Sakhar Kamgar Sanghtna (INTUC), Tq. Ardhapur, Dist. Nanded as a Representative Union for the Sugar Industry in the local of Kalamnoori Taluka, in Hingoli Dist. for the reasons stated in the Annexure appended herewith.

K. V. DAHIPHALKAR,

Asstt. Registrar of Unions under the Bombay Industrial Relations Act, 1946, Aurangabad.

Place: Aurangabad Date: 1st April 2011.

BY THE ASSISTANT REGISTRAR OF UNIONS, BOMBAY INDUSTRIAL RELATIONS ACT, 1946, AURANGABAD

No. AWB/BIR/07/2011.— In the exercise of the powers confirmed on me under section 23 (1) of the Bombay Industrial Relations Act, 1946 and Rule 26 of the Bombay Industrial Relations Act, 1947. I, do hereby, on 1st April 2011 enter the name of the "Bhaurao Chavan Sahakari Sakhar Kamgar Sanghatna (INTUC), Tq. Ardhapur, Dist. Nanded" in the approved list of Unions for the Sugar Industry in the local area of Tq. Kalamnoori in Hingoli Dist. for the reasons mentioned in my order dated 1st April 2011 regarding its application under the Bombay Industrial Relations Act, 1946 dated 9th July 2010.

K. V. DAHIPHALKAR,

Asstt. Registrar of Unions under the Bombay Industrial Relations Act, 1946, Aurangabad.

Place: Aurangabad Date: 1st April 2011.

वाचा.— श्री. पी. जे. मोडक, न्यायाधीश, कामगार न्यायालय, चंद्रपूर, यांचा दिनांक १७ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५४८.—श्री. पी. जे. मोडक, न्यायाधीश, कामगार न्यायालय, चंद्रपूर, यांना त्यांच्या दिनांक १७ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिविण्यात येते की, त्यांची दिनांक ११ एप्रिल २०११ ते १६ एप्रिल २०११ पर्यंत ६ दिवसांची अर्जित रजा रजेच्या मागे दिनांक ९ एप्रिल २०११ व १० एप्रिल २०११ रोजीची सार्वजिनक सुट्टी व रजेच्या पुढे दिनांक १७ एप्रिल २०११ हा सुट्टीचा दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. पी. जे. मोडक हे रजेवर गेले नसते तर त्यांची न्यायाधीश कामगार न्यायालय, चंद्रपूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. पी. जे. मोडक हे न्यायाधीश, कामगार न्यायालय, चंद्रपूर या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक ८ एप्रिल २०११. **ए. पी. ढोले,** प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्रीमती एम. पी. पाटील, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांचा दिनांक २१ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५६४.—श्रीमती एम. पी. पाटील, सहायक प्रबंधक, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक २१ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १८ एप्रिल २०११ ते २१ एप्रिल २०११ पर्यंत एकूण ४ दिवसांची अर्जित रजा, रजेच्या मागे दिनांक १६ एप्रिल २०११ व १७ एप्रिल २०११ व रजेच्या पुढे दिनांक २२ एप्रिल २०११ ते २४ एप्रिल २०११ हे सुट्ट्यांचे दिवस जोडून नागपूर येथे जाण्यासाठी सन २००९-२०१२ या गटवर्षाकरिता रजा प्रवास सवलत मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्रीमती एम. पी. पाटील ह्या रजेवर गेल्या नसत्या तर त्यांची सहाय्यक प्रबंधक, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती एम. पी. पाटील, सहायक प्रबंधक, औद्योगिक न्यायालय मुंबई, या पदावर स्थानापन्न होतील. शासन निर्णय, वित्त विभाग क्र. प्रवास-१०८५/प्र. क्र. ९२५/सेवा-५, दिनांक १ ऑगस्ट १९८६ नुसार उपरोक्त रजा प्रवास सवलतीसाठी फक्त सार्वजिनक वाहनातून केलेल्या प्रवासाच्या प्रतिपूर्ती या प्रयोजनासाठी अनुज्ञेय वर्गाच्या प्रवासभाड्याच्या मर्यादेत अनुज्ञेय राहील.

त्याचप्रमाणे शासन निर्णय वित्त विभाग क्र. रग्रस-११०८/प्र.क्र. ७७/सेवा-५, दिनांक ८ डिसेंबर २००६ नुसार रेल्वेने जोडलेल्या ठिकाणा दरम्यान विमानाने प्रवास केल्यास त्या प्रवासखर्चाची प्रतिपूर्ती रेल्वेच्या प्रथम वर्गाच्या प्रवासभाड्याच्या मर्यादेत अनुज्ञेय राहील.

आदेशावरून,

र. बि. मलिक, अध्यक्ष, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई. (विभाग प्रमुख).

मुंबई, दिनांक १५ एप्रिल २०११.

वाचा.— श्री. के. डब्ल्यू. ठाकरे सदस्य, औद्योगिक न्यायालय, पुणे यांचा दिनांक २३ नोव्हेंबर २०१० रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ६०८.—श्री. के. डब्ल्यू. ठाकरे सदस्य, औद्योगिक न्यायालय, पुणे यांना त्यांच्या दिनांक २३ नोव्हेंबर २०१० रोजीच्या अर्जासंदर्भात कळिविण्यात येते की, त्यांची दिनांक २५ नोव्हेंबर २०१० ते २६ नोव्हेंबर २०१० पर्यंत एकूण २ दिवसांची अर्जित रजा रजेच्या पुढे दिनांक २७ नोव्हेंबर २०१० व २८ नोव्हेंबर २०१० हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. के. डब्ल्यू. ठाकरे हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, पुणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. के. डब्ल्यू. ठाकरे हे सदस्य, औद्योगिक न्यायालय, पुणे या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी,मुंबई,प्रभारी प्रबंधक,दिनांक २६ एप्रिल २०१औद्योगिक न्यायालय, महाराष्ट्र मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. व्ही. पी. कारेकर, सदस्य औद्योगिक न्यायालय, जळगांव यांचा दिनांक २२ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ६१५.—श्री. व्ही. पी. कारेकर, सदस्य औद्योगिक न्यायालय, जळगांव यांना त्यांच्या दिनांक २२ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २३ मार्च २०११ ते २४ मार्च २०११ पर्यंत एकूण २ दिवसांची अर्जित रजा, मुख्यालय सोडण्याच्या परवानगीसह मंज्र करण्यात आली आहे.

श्री. व्ही. पी. कारेकर, हे रजेवर गेले नसते तर त्यांची सदस्य औद्योगिक न्यायालय, जळगांव या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. व्ही. पी. कारेकर, हे सदस्य औद्योगिक न्यायालय, जळगांव या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २७ एप्रिल २०११.

वाचा.— श्री. टी. व्ही. लामकाने, सहायक प्रबंधक, औद्योगिक न्यायालय, कोल्हापूर यांचा दिनांक २ एप्रिल २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ६१६.—श्री. टी. व्ही. लामकाने, सहायक प्रबंधक, औद्योगिक न्यायालय, कोल्हापूर यांना त्यांच्या दिनांक २ एप्रिल २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक ५ एप्रिल २०११ ते ८ एप्रिल २०११ पर्यंत एकूण ४ दिवसांची अर्जित रजा रजेच्या मागे दिनांक ३ एप्रिल २०११ व ४ एप्रिल २०११ आणि रजेच्या पुढे दिनांक ९ एप्रिल २०११ व १० एप्रिल २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. टी. व्ही. लामकाने, हे रजेवर गेले नसते तर त्यांची सहायक प्रबंधक, औद्योगिक न्यायालय, कोल्हापूर या पदावरील स्थानापन्न नियुक्ती पढ़े चालु राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. टी. व्ही. लामकाने, हे सहायक प्रबंधक, औद्योगिक न्यायालय, कोल्हापूर या पदावर स्थानापन्न होतील.

आदेशावरून,

के. एन. धर्माधिकारी, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २७ एप्रिल २०११.

INDUSTRIAL COURT, MAHARASHTRA, MUMBAI

NOTIFICATION

- Read .— (1) This Office Notification No. 69, dated 15th January 2016
 - (2) Hon'ble High Court letter No. X (Gen)-0202/2016/1094 dated 8th September 2016

No. ICE/Estt.-1/1169.—By virtue of the provisions contained in Regulations 11, 13, 18 and 19 of the Industrial Court Regulations framed under the Maharashtra Industrial Relations Act, 1946, and in continuation of the Office Notification No. 69 dated 15th January 2016, the President, Industrial Court, Maharashtra, Mumbai is pleased to declare that Office of the Industrial Court, Mumbai, Labour Court, Mumbai, Commissioner for Employees' Compensation, Mumbai and Wage Boards, Mumbai will be closed on Tuesday, 13th September, 2016 on account of "Bakri-Id", in addition to Holiday already declared on Monday, 12th September, 2016 and in lieu of the said Holiday (13th September, 2016) the day of 24th September, 2016 (4th Saturday) is declared as a Court working day.

ANANT R. MAHAJAN, Industrial Court, Maharashtra, Mumbai. BEFORE SHRI S. K. SHALGAONKAR, MEMBER, INDUSTRIAL COURT, MAHARASHTRA, AT MUMBAI

COMPLAINT (ULP) No. 556 OF 2002 (H.C.T.B.).— Mahalaxmi Paryatan Kamgar and Karmachari Sangh, Brujmohan Building, 1st Floor, Room No. 13, 4th Iraniwadi, Kandivali (W.), Mumbai 400 067,—Complainant.— Versus— (1) Mahalaxmi Tourism Development Co. Pvt. Ltd., 102, Kalpana, 338-A, 12th Road, Khar, Mumbai 400 052, (2) Mr. Sampat L. Sawant-Chairman, Mahalaxmi Tourism Development Co. Pvt. Ltd., 102, Kalpana, 338-A, 12th Road, Khar, Mumbai 400 052, (3) Maharashtra Tourism Development Corpn. Ltd., 9th Floor, Express Tower, Nariman Point, Mumbai.—Respondents.

In the matter of complaint of unfair labour practices under section 28 and 30 read with Items 9 of Schedule IV of the MRTU and PULP Act, 1971.

CORAM.— Shri S. K. Shalgaonkar, Member

Appearances.— Shri G. R. Naik, Advocate for the complainant.

Shri R. C. Pawaskar, Advocate for the Respondent No. 1 and 2.

Smt. Meena Doshi, Advocate for the Respondent No. 3.

Judgment

(Directed and declared in open Court on dated 31st March 2011)

- 1. Below Exh.U-1 is the Complaint (ULP) No. 556/2002 filed by the complainant-union as against the Respondent Nos. 1 to 3 so named therein in in respect of unfair labour practices under section 28 and 30 as per Item 9 of Schedule IV of the MRTU and PULP Act, 1971 (hereinafter referred to as the Act, 1971), with this Court on 3rd May 2002.
- 2. The contentions so pleaded by the complainant-union below Exh. U-1 the main complaint, that could be summarized in brief as under:—

That, the complainant in the capacity as a trade-union having registered under the Trade Unions Act, 1926 and representing the employees of Respondent No. 1 company.

- 3. The Respondent No. 1 to 3 since have engaged in and are continuing to engage in the unfair labour practices under Item 9 of Schedule IV of the Act, 1971 on and from 30th April 2002.
- 4. According to the complainant; the employees of respondent No. 1 company were member of Paryatan Vikas Karmachari Sangh (PVKS) upto 19th October 2001. However, *vide* letter dated 20th October 2001, the General Secretary of the union informed the members of the complainant-union about cancellation of the said union membership. Therefore, the members of the complainant-union made complaint before the Registrar of Trade Union on 31st December 2001.
- 5. The Assistant Commissioner of Labour called jointed meeting of the parties and during the discussion the Assistant Commissioner of Labour suggested to the members of the complainant-union that, instead of asking union membership with the PVKS, the employees should register internal union in the company. As per the said suggestion; the employees completed the legal formality of registration of the union by name Mahalaxmi Paryatan Vikas And Karmachari Sangh on 18th February 2002. The cancellation of the earlier union membership letter dated 20th October 2001 and the copy of the complaint dated 31st December 2001 made to the Registrar of Trade Union (Annexure 'A' collectively).
- 6. According to the complainant-trade-union; the General Secretary of the complainant-union thereafter intimated to the respondents about its registration *vide* letter dated 25th February 2002 (Annexure 'B' collectively).

- 7. The complainant-union stated further that, vide Para 3(C) on Page 3 in all 1 to 23 employees so named therein under different capacities/posts alongwith the respective salary per month; they were drawing so elaborated therein with the further say that, they have been working with the Respondent No. 1 since the month of May 1995 onwards continuously on permanent post at Mumbai and others members are working in all over Maharashtra (Annexure 'C' collectively are the appointment-letters issued to some of the employees).
- 8. The Respondent No. 1 is a Private Limited Company registered under the Companies Act, 1956 and taken over the Transport Division of Respondent No. 3 as license to run, to look after and manage the Respondent No. 3 hole Transport Division.
- 9. The Respondent No. 1 company is an industry within the meaning of Section 2(J) of the Industrial Disputes Act, 1947 (hereinafter referred to as the ID Act, 1947), to which the provisions of the Act, 1971 are applicable to the Respondent No. 1 company.
- 10. The Respondent No. 2 is the Chiarman of Respondent No. 1 company who has been responsible for over all control, supervision and day to day affairs of the Respondent No. 1 company. The Respondent No. 3 is the Government of Maharashtra undertaking and having formed and registered under the Companies Act, 1956 and engaged in the business of tourism.
- 11. It is the case of the complainant further that, in the year 1995, the management of the Respondent No.3 took decision about privatization of its Transport Division. Accordingly, the employees who were working in its Transport Division were informed *vide* letter dated 19th April 1995 that, they should accept VRS from Respondent No.3 company and they would be provided employment in other company. In the said letter the employees were also given threats as mentioned therein *vide* Para 3(E) on Page 4 (Annexure 'D' is the said letter copy dated 19th April 1995).
- 12. Since the management of the Respondent No. 3 given threats of taking disciplinary action against them; therefore, some of the members of the complainant union agreed to accept VRS and to join new company as per the direction of the respondent No. 3. Accordingly, as per the contentions of the complainant further; the Respondent No.1 to 3 as well as PVKS (earlier union of the employees) have entered into an agreement on 28th April 1995. That agreement was valid for 30 years.
- 13. As per the said agreement; according to the complainant-union, it was agreed that, the Respondent No. 3 handed over 19 buses to the Respondent No. 1 and 2 for plying on various routes of tourists importance in an around the State of Maharashtra. Accordingly, the Respondent No. 3 handed over its Transport Division to the Respondent No. 1 and 2 was a part of the Government of Maharashtra's policy to privatize all loss making undertaking that they were running in the State.
- 14. It was also agreed therein that, these respondents to ply all the buses as Respondent No.3 were plying on several routes and pay 5 percent of gross collection to the Respondent No. 3 as their royalty for the first five years, which was to be revised by mutual understanding at the end of the period of the agreement i.e. for 30 years. It was further agreed therein that, the buses supposed to be run in the name of respondent No. 3 and respondent No. 1 and 2 would be in total charge of running all the vehicles, carry out repairs, keep them, road worthy at his cost.
- 15. It was also agreed between the respondent No.1 to 3 as well as the union of the employees that, the Respondent No.3 will paypassangers tax and other tax payable in respect of 19 buses to R.T.A. Again as per the said agreements dated 28th April 1995 the Respondent No.1 and 2 taken the responsibility of absorbing affected workmen, who were working in the Respondent No.3 in Transport Division so also providing them regular payments for running this business. As per Clause 6 of the said agreement; some of the members of the complainant-union were employed by the Respondent No.1 and 2 (copy of the said agreement dated 28th April 1995 *vide* Annexure 'E').

- 16. It is the case of the complainant-union that; thereafter on 9th May 1995 the Manager of the respondent No. 3 issued one letter to the member of the complainant-union and informed it that, that the Respondent No.1 company agreed to employ all the employees and further agreed to give permanent employees. Therefore, the workmen should meet immediately to the respondent No.1 for employment (Annexure 'F' dated 9th May 1995).
- 17. Accordingly to the complainant-union further that, in the month of April 1995; the respondent No. 1 company and the PVKS signed Memorandum of Understanding and it was agreed that, the affected workmen in Transport Division of Maharashtra Tourism Development Corporation Ltd. will be employed by the Respondent No.1 as the Respondent No.1 company taken over the Transport Division of M.T.D.C. Ltd. as licensee to run, look after and manage the M.T.D.C.'s whole of Transport Division. Thereby it was further agreed by way of MOU that, the Respondent No.1 company will pay adequate compensation to each of the workmen in case of closure of the company and the rate of compensation so mentioned *vide* Para 3(I) on Page 6 of the main complaint below Exh. U-1 (Annexure 'G' MOU).
- 18. Thereafter, a settlement between the Respondent No.1 to 3 as well as union by name PVKS have entered into a settlement in the month of April 1995 in respect of pay-scale and other benifits to the employees, who join the Respondent No.1 company (Annexure 'H').
- 19. Thereafter, the members of the complainant-union joined the Respondent No.1 company in the month of may 1995 and from that day onward till June 2001; they were provided with work and salary paid regularly.
- 20. However, according to the complainant-union; due to internal dispute between the Respondent No. 1 to 3; the Respondent No. 1 and 2 failed and neglected to give regular work to the employees and right from July 2001 payment to the extent of only 50 percent wages were made towards advance salary. So also according to the complainant; right from July 2001 till today; the Respondent No.1 and 2 have been paying only 50 Percent of salary to its employees (Annexure T).
- 21. To that effect; there was a letter-correspondence from the side of the complainant-union on 20th April 1999 as per the notice issued by the respondents and the agreement dated 28th April 1995 the respondent No. 1 was not giving the benefits as such increment, bonus and other allowance plus benefits; thereby the Respondent No. 2 was harassing the employees by terminating the services without terminating the services without any reason. Hence, the Respondent No. 2 be directed to implement the condition of the agreement and stop the harassment of the employees (copy of the said letter dated 20th April 1999 *vide* Annexure 'J' and another letter dated 24th June 1999 *vide* Annexure 'K').
- 22. Thereafter, the member of the complainant-union wrote a letter to the Respondent No. 1 company on 26th June 1999 in respect of annual income and bonus to be paid as mentioned therein and requested for they be paid with similer type of benefits and pay on par as per the agreement entered into between the Respondent No. 1 to 3 as well as PVKS (Annexure 'L' collectively). Again there is a letter-correspondence as mentioned *vide* Para 3(O) on Page 8 collectively with each respective dates.
- 23. Vide letter-correspondence the complainant wrote a letter dated 23rd March 2001 (Annexure 'N'). Then, the complainant-union wrote a letter to the Respondent No. 3 dated 16th July 2001 and 16th August 2001 and requested to interferes in the matter and directed the respondent No. 1 and 2 to provide benefits as per the agreement to the employees (Annexure 'O' collectively). Similar type of letter-correspondence vide Annexure 'P' collectively 'Q' collectively 'R' collectively and 'S' collectively as elaborated therein vide Page 9 and 10 below Exh. U-1; respectively.

- 24. According to the complainant-union; by not implementing the said agreement dated 28th April 1995 in *toto* at the hands of the Respondent No. 1 to 3, as against the complainant-union-member-employees; the Respondent No. 1 to 3 have been committing breach of the said agreement and that is amounted to unfair labour practice as per Item 9 of Schedule IV of the Act, 1971.
- 25. Therefore, it is lastly prayed by the complainant-union *vide* Para 9(a) to (i) on Page 12 and 13 in short to have a declaration in respect of unfair labour practice as per Item 9 of Schedule IV of the Act, 1971. Pending the hearing and finel disposal of the main complaint; the Respondent No. 1 and 2 to restrian from terminating the services of these employees, whose names have been mentioned *vide* Annexure T to the main complaint till the final disposal of the main complaint; plus the Respondent No. 1 and 2 be directed to provide them work and pay their salary every month. They be restrained from appointing new hands in place of members of the complainant-union *vide* Annexure T so mantioned therein in the Transport Division run by the Respondent No. 1 and 2.
- 26. A direction be issued asking the respondents to implement the said agreement dated 28th April 1995 (Annexure 'E') and subsequent agreements i.e. Annexure 'G' and Annexure 'H' of the main complaint. They be further directed i.e. the Respondent No. 1 and 2 to provide all the benifit to the employees whose names are mentioned in Annexure 'I' to the main complaint as per the said agreement so entered into by the respondents and the union of the employees plus costs.
- 27. It seems from the record that, there was an interim-relief order so passed below Exh. U-2 by the learned Predecessor of this Court on 28th January 2003; thereby giving an option to the Respondent No. 1 and 2 of closure and pay the closure compensation as per the MOU, which has been entered into with its earlier union of the concerned employees dated 28th April 1995. They have been further directed to pay the arrears of wages to the concerned employees and pay wages regularly till the compliance of clause 2 of the MOU dated 28th April 1995.
- 28. Below ExhU-4 there is a list of documents; wherein the xerox copies of the 19 documents so got filed on record by the complainant-union.
- 29. It seems from the record that, there was an application for Respondent No. 3 seeking deletion from the proceedings below Exh. C-2 filed it on record on 19th June 2002 but it seems that below Exh. C-2 itself; the Learned Predecessor of this Court has passed order dated 25th November 2005 "Non present for the respondent No. 3. rejected for default". It seems that, the said application for deletion of the Respondent No. 3 is supported with the notarized affidavit below Exh. C-3 dated 18th June 2002.
- 30. Since Exh. C-3 the 'affidavit-in reply' has been treated as 'written-statement' as per the order so passed on 18th June 2003. The contentions of the Respondent No. 3 is being taken as (its contentions of the written statement accordingly in short as under:—

According to the Respondent No. 3, the said agreement dated 28th April 1995 has since been terminated by the Respondent No. 3 Corporation and the same has been admitted in the affidavit of Respondent No. 1 and 2 filed on 17th January 2003, which has not been alleged against it; the same may not have been admitted by the Respondent No. 3.

- 31. According to the Respondent No. 3, in the affidavit of the Respondent No. 2 dated 17th January 2003 so mentioned therein; it is denied that, the termination of tripartiee-agreement dated 28th April 1995 has been abruptly and permaturely terminated or the said termination is illegal. To that effect, the letter dated 23rd November 2001 though referred to has not been filed.
- 32. In fact, as no relief has been prayed by the complainant-union, against the Respondent No. 3. The plaint proceeds on the basis that, the concerned-employees are in fact the employees of Respondent No. 1 and 2.

- 33. According to the respondent No 3, it is an admitted position that, the employees of Respondent No. 3 were relieved on Voluntary Retirement Scheme and the said persons thereafter joined the services of Respondent No. 1 and 2. The appointment-letters so issued were on the complainant's own showing by respondent No. 1 duly signed by Respondent No. 2 and 3 and from 1995 onwards, the said concerned employees are the employees of respondent No. 1 and 2; respectively and rest of the allegations so levelled therein are denied to be true by the respondent No.3.
- 34. The dispute with regard to the dues payable to the Bank by the Respondent No. 1, the respondent No.3 cannot be the subject matter of the present complaint so also the dispute between the Respondent No. 3 and Respondent 1 and the other hand, which is a civil dispute and not an industrial dispute also cannot be the subject matter of the present complaint. Therefore, it is lastly prayed that, the application already filed for deletion from the present proceedings be granted and no relief be granted by this Court against the respondent No. 3. It is dated 18th January 2003.
- 35. Below Exh.C-6, there seems to be an affidavit-in-replay filed by the Respondent No. 3 dated 18th January 2003 on record stating therein that, could be taken down in short as under:—

This affidavit got filed by him by way of 'replay' in the capacity as a Senior Manager (Legal) of the Respondent No. 3 corporation, who has stated *vide* para 2 that, the bery complaint is misconceived and untenable and beyond the jurisdiction of this Court, on the ground that, it is an admitted position on record that, the employees whose names are listed *vide* Annexure T to the complaint are the employees of Respondent No. 1 and 2. The said employees are not the employees of the Respondent No. 3. No relationship of employer/employee between the complainant-union-member-employees and the Respondent No. 3 so mentioned *vide* Annexure T did exists, at any point of time. Therefore, this Court has no jurisdiction on this ground as per the provisions of the Act, 1971. The law laid down by the Hon'ble Supreme Court of India, in the matter between *Vividh Kamgar Sabha* V/s. *Kalyani Steel Ltd. And Cipla Limited* V/s. *MGKU (2001-I-CLR)* so relied upon.

- 36. According to the Respondent No. 3, the complainant-union and the Respondent No. 1. company have admitted that on and from 1995 onwards the concerned-employees are in fact the employees of Respondent No. 1 and 2 and it has filed the appointment letters of May 1995 issued by the Respondent No. 1 company and signed by the Respondent No. 2 to those concerned employees as well as letters of confirmation issued by the respondent No. 1 (Annexure 'B' collectively to the main complaint).
- 37. The Respondent No.1 has filed two affidavits with this Court wherein also this fact is admitted. Therefore, it is the contention of the Respondent No. 3 that, final relief prayed in the complaint vide Para 9(a) to (i) are claimed against the respondent No. 1 and 2 and not against the Respondent No.3. Hence, the very complaint is misconceived and untenable, as against the Respondent No. 3. Hence, no final relief or interim-relief be granted against it.
- 38. According to the Respondent No. 3, *vide* Para 6 so mentioned therein that, this Corporation had entered into a tripartite-agreement with PVKS as well as Respondent No. 1 and 2 with regard to the licences for 30 years for plying 19 buses of the Transport Division of Respondent No.3 Corporation. The said agreement dated 28th April 1995 is already on record filed by the respondent No. 1 and 2 as well as the complainant-union.
- 39. Therefore, all the allegations so made against the Respondent No. 3 Corporation at the hands of the complainant-union are denied to be true.
- 40. Below Exh.CA-3, there seems to be an 'affidavit-in-reply' on behalf of the Respondent No. 1 and 2 got adopted as its 'written-statement' as per the endorsement so passed through pursis below Exh.CA-5. Thereby the contentions so pleaded therein that could be taken down in short as under:—

That, the Respondent No. 2 is the Director of Respondent No.1 and look after overall administration of the Respondent No. 1 and he has filed this affidavit on behalf of the Respondent No. 1 including himself for the purpose of opposing the application for interim-relief.

- 41. It is strictly denied by the Respondent No. 1 and 2 that, they have engaged in unfair labour practice as per Item 9 of Schedule IV of the Act, 1971 on and from 30th April 2002. The very complaint is misconcevied and untenable in law so also not maintainable under Item 9 of Schedule IV of the Act, 1971.
- 42. But on the other hand, according to the Respondent No.1 and 2 the very complaint so filed under Item 9 of Schedule IV of the Act, 1971 is in the nature of execution proceedings and for that purpose; it was necessary that the amount payable, if any, to the workmen represented by the complainant is predeterimined by the Court of Competent Jurisdiction. Hence, this complaint is not maintainable. It be dismissed. It is barred by limitation.
- 43. The employees represented by the complainant had made a representation dated 26th June 1999 stating therin that, the respondents had committed a breach of the terms of agreement reached between the Respondent No.3 and the PVKS. The Respondent No. 2 for the Respondent No.1 had informed the workers and the union, which was then representing the workemen that the issues raised by them were not tenable and that in so far as payment was concerned; the company has been paying wages to the workmen on time and that it has not committed any violation as alleged.
- 44. In fact, it is the Respondent No. 3 which has been engaged in the business of promoting tourism and was plying several buses in various regions in and around the State of Maharashtra. However, some time in the year 1995 in view of the policy of the Government of Maharashtra to permit privatization of loss making Government enterprises, the Corporation had decided, as per the Policy of the Government to wind up its transport operations on account of continuous losses and had decided to close down its Transport Division and sell all its 19 buses and had decided to close down its Transport Division and sell out its 19 buses and offered VRS to its workmen numbering about 150, who were then employed by the corporation.
- 45. To that effect, the respondents had put an advertisement to sell the 19 buses through public auction. The corporation offered to the respondents to run and operate the buses on mutually agreed terms and payment of a non-refundable deposit of Rs. 34,10,000 only.
- 46. According to the Respondents No.1 and 2, the recognized union of the corporation i.e. PVKS had also agreed to allow the respondents to run and operate the buses of the corporation on mutually agreed terms so as to keep the Transport Division of the corporation working. Accordingly, the corrporation entered into an tripartite agreement dated 28th April 1995 between the corporation (Annexure 'A'). These respondents and the recognized union had appionted the respondents as licensees for a period of 30 years to run and operate the buses of the corporation.
- 47. Accordingly, the company has been form and registered under the Companies Act in the month of April/May 1995, basically to take over the Transport Division of the corporation only.
- 48. The letters of appointments were issued to erstwhile workmen of the corporation to rehabilitate affected workmen of the corporation due to closure of Transport Division. Similarly, the tripartite agreement dated 28th April 1995 was executed to provide employment to erstwhile employees of the corporation.
- 49. Now since the said agreement was terminated by the corporation on 23rd January 2001, the erstwhile emloyees of the corporation ceases to the employees of the respondents w.e.f. 23rd January 2001. Similarly, the agreement dated 28th April 1995 was entered into primarily to encourage the policy of the State Government, which were loss making and run by the State Government. Thereby as per the said agreement, these respondents had agreed to employ and

rehabilitate the employees of the erstwhile corporation after they had accepted VRS and then submitted their resignation from the sevices of the corporation. The terms of said agreement dated 28th April 1995, several responsibilities were cast on the respondents as well as on the corporation. Initially there was no problem in running the buses of the corporation on the routes specified by the corporation. Subsequently, several disputes arose between the corporation and the respondents as regards payment of collections, royalty, illegal deductions effected by the corporation, withholding of cancellation charges, deduction of service charges from the total collection without prior notice and providing new buses etc. To that effect; these respondents wrote several letters, but the problems were not resolved (Annexure B1 to B29 and copies of the same *vide* Annexure 'A' collectively).

- 50. Some time in the month of May 1995, these respondents taken over the buses of the corporation numbering about 19, some of them were already 10 years old and requied frequent repairs. The respondent spent about Rs.36 lacs to renovation and repair those 19 buses. And as per the provisions of the Motor Vehicles Act, the Hon'ble Bombay High Court *vide* its order banned such 15 years old buses to be plied on the road. The existing buses were beyond repairs and its genuine parts are not available and therefore unfit for tourist operation. According to these respondents, as per Clause 7B of the agreement dated 28th April 1995, the corporation was required to purchase new buses on the requisition made by the respondents and that the corporation was also required to bear the entire cost of purchase and expenses involved while acquiring such new vehicles in place of the existing buses which were to be replaced.
- 51. According to these respondents; it is stated therein that, in that connection, an agreement dated 28th April 1995 was signed between the respondents and the corporation and some time on 19th June 1999 in a joint meeting in the chamber of the managing Director of the corporation; it was minuted as mentioned therein (Annexure 'J').
 - 52. This agreement executed with the corporation and Tata Finance (Annexure 'L' and 'M').
- 53. Some time on 24th November 1999 two agreements were signed, one for the purchase of 10 new buses and another one was a tripartite agreement between the corporation and Tata Finance Limited. Later on the corporation had also failed to pay the road taxes and vehicle taxes concerning the buses handed over to the respondents under the agreement dated 28th April 1995 and since then the buses were not in use. To that effect, some letter-correspondence did take between the corporation and these respondents.
- 54. According to these Respondent No.1 and 2, wrote a letter dated 12th December 2001, the corporation terminated the agreement dated 28th April 1995 and took over possession of all the buses, which were given on licence to the respondents under the agreement dated 28th April 1995, including the office premises, centres with drawn all the infrastructure facilities etc. (Annexure 'F'). It replied to the said notice *vide* letter dated 7th January 2002 (Annexure 'H') and then all letter-correspondence *vide* Annexure 'I'. At the time of termination of the said agreement on 12th December 2001, the corporation owned a sum of Rs.53,91,712 to these respondents, which under various heads the corporation had failed to pay, but by terminating the agreement dated 28th April 1995, the corporation had tried to take an easier way out of wriggling out of difficult situation and avoiding liability, such as purchase of new buses, sale of old buses, etc.
- 55. Vide para 8 on page, it is the case of the Respondent No.1 and 2 that, tourist business has got its seasonal ups and downs and the respondents were not an exception of the same. During off season i.e. from February to mid April and form July to mid October the business is minimal and even as down as 5%. That, although the corporation has taken over possession of all the buses and business premises of the respondents including all infrastructural facilities since 23rd November 2001 since the workmen employed by the respondents were scattered as there is

a situation of no work created by the corporation with ulterior motives. Some of these workmen have approached the Respondent No. 2 for payment of salary since the taking over of business of the respondents by the corporation. As there was no work and no income was generated, the corporation had created difficulties in payment of salary and wages to the workmen in view of the situation created by the corporation.

- 56. The employees in question who are represented by the complainant-union continue to maintain status-quo and the situation does not improve. Therfore, it is lastly prayed that, no rlief be grnated by way of interim-relief, against these respondents.
- 57. Below Exh.CA-17 i.e. *vide* Annexure 'A' is the very tripartite-agreement dated 28th April 1995 entered into between the Maharashtra Tourism Development Corporation *V/s.* M.T.C.C. And M/s. Maharashtra Tourism Development Pvt. Ltd. as well as PVKS and other xerox-copies of the letter-correspondence between these respodents and the MIDC corporation *vide* Annexure B1 to M.
- 58. It seems from the record that, there is an affidavited testimony below Exh. CA-4 of the Respondent No. 2 by name Shri S. L. Sawant dated 17th January 2003 on record alongwith xeroxcopies of the letters on the letterhead of the Central Bank of India dated 12th July 2002.
- 59. It seems from the record that, on the basis of rival contentions of these three Parties to the litigation respectively; below Exh. O-4 the Learned Predecessor of this Court on 19th April 2004 has framed 3 issues and the findings thereof, of course, supported with the reasons thereof are as under:—

Issues

(1) Whather the complainant proves that the respondents have engaged in unfair labour practices under Item 9 of Schedule IV of the MRTU and PULP Act, 1971?

(2) Is the complainant entitled for the reliefs prayed for?

(3) What order?

As per the final order so passed today in the second-session.

Reasons

- 60. Heard the learned advocate Shri P. C. Pawaskar for the Respondent No. 2 on 15th March 2011. The learned advocate Shri G. R. Naik on 28th February 2011 for the complainant-union has advanced his oral-submissions across the bar at length and earlier on 12th November 2010. Similarly; on 10th March 2011 and 24th March 2011 respectively the respondent No. 2 through its learned advocate on record has argued this matter at length; respectively. And lastly; on 28th March 2011 the learned advocate Shri Pawaskar for the Respondent No. 2 has made a legal-submission; on law-point only.
- 61. The learned advocate Mrs. Meena Doshi for the Respondent No. 3 has preferred to file a 'written-submission' on record below Exh. C-23 on 15th March 2011; respectively; supported with the case-laws, on which the Respondent No. 3 has placed its reliance upon of the Hon'ble Supreme Court of India, in the matter between *The Premier Automobiles Ltd.*, V/s. Kamlekar Shantaram Wadke of Bombay and Ors. reported in (1976)-I-SC-496 and the law laid down therein is in respect of Ouster of Civil Court's jurisdiction; where the statute creates certain rights and liabilities and also provides a particular-remedy for enforcement i.e. in respect of jurisdiction of this Court.
- 62. It seems from the record that, during the course of this oral submissions; the learned advocate Shri Pawaskar for and on behalf of the Respondent No. 1 and 2 has put on record; additional synopsis of 'written argumant' on its behalf below Exh. CA-34 on 15th March 2011 itself;keeping on record; the xerox-xopies of the letter-correspondence in the form of minutes of the meeting dated 26th February 2003 between the Respondent No. 2 and the respective-concerned Ministry.

Then; MOU dated 28th April 1995 between the Respondent No. 1 company and PVKS, the union in respect of having agreed to rehabilitate and employ the affected-workmen in Transport Division of the MTDC Ltd. and the said Sangh has agreed through this memorandum; on terms and conditions as mentioned hereinafter. Also it is mentioned that, the company has taken over Transport Division of MTDC Ltd., as "Licensee"; to run, look after and manage the MTDC's whole of Transport-Division. And pay compensation in respect of if any closure is affected due to strike illegal or cessation of work etc. as mentioned therein and also agreed upon as mentioned therein; of course, through its xerox-form; respectively.

- 63. *Issue No. 1.* In this respect; both on facts and in the eyes of law; as far as the Complaint (ULP) mater so filed under Section 28 and 30 for unfair labour practices as per Item 9 of Schedule IV of the Act, 1971 below Exh.U-1 by the complainant-union, as against the respondent No. 1 to 3 with this Court on 3rd may 2002 is concerned; it is the initial, primary, elementary, in other words; a heavy 'burden of proof' to prove this issue lies squarely and in *toto*; on the shoulder of the 'complainant-union' only; of course, through the cogent-evidence before the Court.
- 64. In this respect; it is the oral submission of the learned advocate for the complainant-union that, though admittedly the Respondent No. 1 is the private-limited company registered under the Companies Act, 1956; own, control and supervise by the Respondent No. 2 Shri S. L. Sawant as its Chairman/Managing Director. The whole and sole-person who has taken the responsibility to ply 19 buses erstwhile owned by the MTDC Ltd. i.e. the Respondent No. 3 and to pay wages to the erstwhile-workers of the Respondent No. 3 MTDC Ltd; taken by him and appointed by him who were earlier with the Respondent No. 3; now the Respondent No. 1 company; i.e. his company solely on the basis of the tripartie-agreement below Exh.CA-17. Initialy, though paidwages by the Respondent No. 1 and 2 to these workers repersented by the complainant-union; but later on; it got violated of one pretext and the others at the hands of the Respondent No. 3 in particular and Respondent No. 1 and 2 in general.
- 65. According to the learned advocte for the complainant-union; right from 2001 onward the Respondent No. 1 and 2 have allegedly terminated the said tripartite-agreement below Exh.CA-17 with the Respondent No. 1 to 3 so agreed upon; but for not fault on the side of the complainant-union concerned-workmen they have been made to suffer till the date.
- 66. It is his further oral-submission; across the bar that, the interim-relief order so passed by this Court particularly by the Learned Predecessor of this Court was challenged by the Respondent No. 1 and 2 with our Hon'ble Bombay High Court and it has not been complied within toto as on today at the hands of the Respondent No. 1 and 2. Later on; the alleged termination of the said tripartite-agreement dated 28th April 1995 between these concerned Respondent No. 1 to 3 alongwith the earlier-trade-union PVKS so entered into in the year 2001-2003 is nothing but the action/inaction on part of the Respondent No. 1 to 3 in collusion with each other. He fairly admitted to this Court by was of answer to the Court queary that, what is the present status of those buses involved and the business was carried out by the Respondent No. 1 and 2 in respect of these workmen in terms of plying of these buses in and around the State of Maharashtra, of course, with the terms and conditions so agreed upon through the said tripartite-agreement below Exh. CA-17 the learned advocate for the complainant-union has replied at once that has been totally breach at the hands of the Respondent No. 1 to 3; but the Respondent No. 3 has kept in dark behind the curtain and done nothing as the matter has been ceased to be in the chamber meeting of the concerned Tourism Minister/Transport Minister as such. To that effect; some xerox copies of the documents are already on record he has admitted before the Court.

- 67. Then Court has made a second-query to the learned advocate for the complainant-union that, how do you get the cause of action of file this complaint. It is his oral submission that, it is on account of various complaints so lodged by the so-called passengers, as against the Respondent No. 1 and 2, but addressed to the Respondent No. 3 through the different letter-correspondence. The learned advocte for the Respondent No. 3 has brought it on record with the list below Exh. C-20; he has a cursorily referred to it and submitted before the Court that, it is the contention and the defence of the Respondent No. 1 and 2; alongwith the Respondent No. 3 that the roads on which; these buses were plying earlier at the hands of the Respondent No. 1 and 2 were diverted and given to a private transport carriers; but not to these Respondent No. 1 and 2 for the best reason known to it only. But that is not the agreed and genuine reason for not obeying and not paying the wages due and payable to these complainants/concerned-workmen of the complainant-union for years together though earned, but not paid as per the provisions of the Payment of Wages Act, 1936 as such. And thereby; it has violated the terms and conditions of the said tripartite-agreement and thereby the Respondent No. 1 to 3 have indulged into an unfair labour practice as per Item 9 of Schedule IV of the Act, 1971.
- 68. The learned advocate for the complainant-union has submitted and brought to the notice of this Court that, the Respondent No. 3 has neither filed its 'written-statement', nor adduced oral evidence on record; but simply filed only the written-statement/written-synopsis of argument on record, which does not aid and assist neither to the respondents, nor to these Respondent No. 1 to 3 at all much to the concerned-complainant-union and its concerned-workmen/employees.
- 69. In this respect; the learned advocate for the Respondent No. 1 and 2 has pointed out to this Court that, there are number of admissions given by the complainant-union below Exh.U-10 in his cross of one Shri S. M. Gamre on oath on 6th March 2006; by pointing out the material admissions given therein. And has submitted before the Court that, the passengers tickets were being issued by the Respondent No. 3; for those buses being run by the Respondent No. 1 and the money was collected by the Respondent No. 3. It does show that, the whole revenue was going to the Treasury of the Respondent No. 3 and it was the Respondent No. 1 and 2 who were made scapegoat for the alleged debacle at the hands of the Respondent No. 1 and 2. It is also brought to the notice of this Court by the learned advocate Shri Pawaskar for the Respondent No. 1 and 2 that, the Respondent No. 1 was the only 'licensee' and registered company under the Companies Act, 1956. And those 19 buses were 10 to 15 years old, which required maintenance and of pollution-problems. Hence, they were not road-worthy as per the R.T.A. Authority as per the Motor Vehicles Act and the Rules made thereunder. Which according to him were the pollution evolving vehicles, and hence, not road-worthy.
- 70. Then, he brought to the notice of this Court that, the complainant below Exh.U-10 on his side has fairly admitted that, right from 23rd November 2001 all these buses run by Respondent No.1 with all infrastructure like offices, businesses etc. has been taken over by the Repondent No.3 and since then activities of the Respondent No. 1 have been stopped. Again this admission itself goes to the help and rescue of the Respondent No. 1 and 2; he pointed out to this Court specifically.
- 71. Further the learned advocate for the Respondent No. 1 and 2 has tried to impress with this Court; through his oral submission by pointing out Exh.CA-12 the affidavited-testimony in lieu of examination-in-chief of Shri S. L. Sawant, the Respondent No. 2 himself has given deposition in his further examination-in-chief on Page 9 below Exh.CA-12 *vide* Para 10 and 11 that, the said agreement dated 28th April 1995 below Exh.CA-17 which has not been fulfilled all its obligations/terms and conditions so mentioned therein by the Respondent No. 3; though letter-correspondence has been entered into by the Respondent No. 1 and 2 addressed to the Respondent No. 3 and *vise-versa*.

- 72. It is his oral submission that, it is the Respondent No. 1 and 2 firm. It is the company though private one and got register under the Act, 1956. That for employing and rehabilitating the erstwhile employees of the Respondent No. 3 MTDC and for carrying out all the said business in respect of the Transport Division of the MTDC; of course, by paying some nonrefundable amount payable by the Respondent No.1 and 2 to the Respondent No. 3 as admitted therein. But it becomes unfeasible and impracticable to continue with this business and thereby by way of MOU the said business was compelled to have been come to an end by closing it through the complling circumstances only.
- 73. On the other hand; by way of 'reply' the learned advocate for the complainant-union Shri G. R. Naik has pointed out that, this material witness below Exh. CA-12 Shri Sawant *vide* Para 18 on page 11, 12 and 13; so also on Page 15 has fairly admitted that, whatever the dispute the Respondent No. 1 and 2 were allegedly having with the Respondent No. 3. As against the Respondent No. 3 in particular, nothing has been challenged by the Respondent No. 2 for the Respondent No. 1 with any Court of Law; nor it has been challenged with our Hon'ble Bombay High Court or through any Court proceeding; what could be the best reason known to the Respondent No. 1 and 2 only; but the fact remains the same that the earned-wages for the workmen; remained to be paid; for no fault on the side of the concerned-workmen and that is nothing but in utter violation of principles of natural justice; as well as it is the very breach of the said agreement i.e. tripartite-agreement below Exh.CA-17 dated 28th April 1995 at the hands of the Respondent No. 1 and 2; against whome only these reliefs so claimed by the complainant-union of these concerned-workmen have been sought for, against the Respondent No. 1 and 2 and not against the Respondent No. 3; he has candidly admitted before this Court; while arguing across the bar for the complainant-union.
- 74. It is thus the Respondent No. 2 only has fairly admitted in his cross-examination *vide* Para 19; the learned advocate for the complainant-union has pointed out to this Court on Page 12 below Exh. CA-12.
- 75. It would be just and proper for this Court; to reproduce the very clinching admission given by the Respondent No. 2 for the Respondent No. 1, "There was MOU Page No. 62 vide Annexure 'G' between the complainant-union and myself dated April 1995. It is true to say that at the material time, the complainants as enlisted vide Annexure 'I' were working with me".
- 76. The learned advocate for the Respondent No. 1 and 2; inorder to assist this Court; by answering the Court-query at the last moment below Exh.CA-35 brought on record; the very 'MOU' and 'Articles of Association' of the Respondent No. 1 MTDC i.e. Notarized True Copy; consisting of in all Page No. 1 to 23 giving an impression that, there is a Certificate of Incorporation *vide* No. 11-88700 of 1995 in favour of Mahalaxmi Tourism Development Company Pvt. Ltd. under the provisions of Companies Act, 1956 dated 23rd May 1995 so issued by the Registrar of Companies, Maharashtra, the competent authority in favour of the Respondent No. 1 company; accordingly. The terms and conditions of the MOU and Article of Association so named therein on Page No. 22.It is explicit on the very face of the record that, one Shri Sampat Sawant S/o. Laxman Sawant, Poonam, 30, Pali Hill Road, Union Park, Khar, Bombay 400 052 and Mrs. Reshma Sawant, W/p. Sampat Sawant, Poonam, 30 Pali Hill Road, Union Park, Khar, Bombay 400 052 are only these two members/subscribers; consisting of 2500 number of equity-shares taken by each one of them as a business-capital of total Rs. 5,000 only equity shares.
- 77. It is not denying by any Court and/or party to the litigation that, the very interim-relief order was challenged by the Respondent No. 1 company with our Hon'ble Bombay High Court, in the form of Appeal No. 771/2006 in the Write Petition No. 2119/2003 *vide* order dated 26th April 2010; the appeal was disposed off in the following terms:—
 - 1. The interim order passed by the Industrial Court and the order passed by the learned

Single Judge dismissing the petition shall remain stayed during the pendency of the Complaint.

- 2. The Industrial Court before whome the complaint is pending shall here and dispose of the complaint as expeditiously as possible, in any case, within a period of six months from from the date on which writ of this order is received."
- 78. Later on, again an interiocutory-order of this Court was challenged by the Respondent No. 2 in the form of writ Petition No. 67/2011 and that was disposed off by our Hon'ble Bombay High Court *vide* order dated 21st February 2011, particularly in respect of cross-examination of the Respondent No. 2 by the complainant; as well as by the Respondent No. 3, if any, as directed therein.
- 79. The learned advocate for the complainant-union below Exh. U-19 has referred to and relied upon through the compilation; the following case-laws two in number so mentioned therein i.e. of our Hon'ble Bombay High Court, in the matter between Petroleum Employees Union V/s. Industrial Court, Maharashtra, Bombay and others reported in 1980 (40)-FLR-272 and the law laid down therein is in respect of item 9 of Schedule IV of the Act, 1971; that, "Employer bound to honour and implement the agreement like any other agreement or contract with any other person-Failure to implement agreement amounted to unfair labour practice within terms of item 9 of Schedule-IV of the Act".
- 80. Then; on the same law-point; it is the second judgment of our Hon'ble Bombay High Court, in the matter between *Maharashtra State Co-operative Cotton Growers Marketing Fedration Ltd.* V/s. Ramesh Lokadu Pawar and Anr., reported in 1996-III-LIJ-658; respectively.
- 81. The Court has gone through the 'written-synopsis' on behalf of the Respondent No. 1 and 2 below Exh.CA-33; as well as the 'written-synopsis' filed on behalf of the Respondent No. 3 below Exh. C-23; of course, through its learned advocate on record; respectively.
- 82. In order to prove the Issue No. 1; naturally and predominantly in furtherance thereof, the complainant-union has filed an affidavited testimony in lieu of examination-in-chief of one Shri S. M. Gamare below exh. U-10; thereby reiterating and contending the whole of the contentions the complainant-union has made, pleaded below Exh. U-1 and nothing more. In his cross-examination; it is pertinent to note at this juncture *vide* Page 8 on 6th March 2006; the complainant-union for and through this witness below Exh. U-10 in his cross has virtually admitted that, a concerned-employee were employed with the Respondent No. 1, the licensee given by the Respondent No. 3 MTDC for its buses, which were 10/15 years old, which require regular problem of repairs and pollution through its maintenance. Though; the Respondent No. 2 had complained to the MTDC to provide new-buses. The agreement between the Respondent No. 1 and 3 was in respect of the Respondent No. 3; to bear road taxes. In respect of the business-collection by way of revenue, he has fairly admitted that, the tickets were being used issued by the Respondent No. 3, for the buses being run by the Respondent No. 1. And therefore, the monies were collected by Respondent No. 3. But shown his unawareness about the buses and sought to be changed a new one and replaced with new one, if any.
- 83. In the Changing-scenario; the said single-solitary witness below Exh. U-10 in his cross on Page 8 on oath has candidly admitted before the Court that, in breach of the agreement MTDC-allowed other transport-companies; like-Ghatge Patil Transport Company to ply the buses on Mumbai. Aurangabad and other routes mentioned in the agreement. He further admitted that, since 23rd November 2001 all the buses run by Respondent No. 1 with all infrastructures; like offices, businesses etc. has been taken over bu Respondent No. 3 and since-then activities of Respondent No. 1 have been stopped.
- 84. However, this Court thinks in real sense of the term that this witness below Exh.U-10 of the complainant-union has taken a somersault virtually; by admitting in his cross further, the Court quotes him, "The employees representing by the union are employees of Respondent No. 1.We have

no idea if there is any civil dispute pending in the Court between Respondent No. 1 and Respondent No. 3. I admit that we are not the employees of Respondent No. 3. It is true that we have claimed reliefs against our employer; Respondent No. 1. it is true that Respondent No. 1 had preferred write petition against the interim order below Exh. U-2, dated 28th January 2003 passed in this case and the same is dismissed by the High Court. The copy of writ petition and order thereon is not filed on record. Though interim order was not passed against Respondent No. 3, the union has not preferred write petition against that order seeking relief against Respondent No. 3".

- 85. The relevant admission which is material in this matter comes from the mouth of the complainant's single-solltary-withness in his cross below Exh. U-10, the Court quotes him, "Agreement between Respondent No. 1 and 3 was for duration of 30 years. The terms and conditions of employment are set out kin the appointment letter issued to us by Respondent No. 1".
- 86. The Respondent No. 2 for the Respondent No. 1 in his further examination-in-chief below Exh. CA-12 has got proved the said agreement i.e. tripartite-agreement dated 28th May 1995 which is at Exh. CA-17; under which the Respondent No. 3 according to him; has not fulfilled all its obligations/terms and conditions so mentioned therein. To that effect; there was a letter-correspondence between the Respondent No. 2 and 3; respectively.
- 87. In his cross-examination; the said single-solitary-witness for the Respondent No. 1 and 2 below Exh. CA-12 has given the clinching admission therein on oath before the Court vide Para 18 and 19, the Court quotes him, "In April 1995, my company got started/established. Annexure 'E' to the main complaint below Exh. U-1 now referred to me. I signed in the capacity as a Director of the Respondent No. 2 below the same. It is true to say that, 19 buses were given to me against the said agreement to rune and ply the business. It is true to say that the said business was to be carried by me for a period of 30 years as mentioned in the agreement. There was MOU Page No. 62 vide Annexure 'G' between the complainant-union and myself dated April, 1995. It is true to say that at the material time, the complainants as enlisted vide Annexure 'T' were working with me'.
- 88. What is important as far as this Complaint (ULP) below Exh. U-1 filed under Section 28; read with Section 30 for unfair labour practices as per Item 9 of Schedule IV of the Act, 1971; is the clinching admission given by the Respondent No. 1 and 2; through this single-solitarywitness below Exh. CA-12, the Court quotes him, "I have paid wages for the month of May 1995 to June 2001. It is incorrect to suggest that, I have not paid wages for the month July-2001 to march, 2002, but I have paid wages for the earlier period i.e. May 1995 to June, 2001. It is ture to say that, I have not paid wages to the employees during the period of April 2002 to October 2010. It is true to say that, till the date I have not issued any letter of termination of any workman's services on record. It is incorrect to suggest that, I have submitted income tax return of my company till the date". The witness voluntreers, I did submit the same till my company was closed. It is however true to say that, to the effect of closing down of my company, on record I did not produce a single piece of document. It is incorrect to suggest that, the activities of my company as on today are still in progress. It is wrong to suggest that, in respect of deduction from the wages payment to my employees towards PF and ESI for respective period I have not deposited the same with the respective Government authorities. It is true to say that, I did not produce on record any document to support my contention. Now I am shown and refer to my affidavit in testimony below Exh. CA-12 vide Para 5, 6, 7 and 8. It is true to say that, in respect of the Respondent No. 3 my contentions relating and refer to as above, I did not challenge the same with any Court of law. It is incorrect to suggest that, the documents with list below Exh. CA-3 have filed on record, are the types copies and I have done so in order to create the case on that count. It is true to say that, in respect of my letter dated 12th December 2001 as I mentioned in my affidavit, I did not challenge the same as against Respondent No. 3 with any Court of Law. I don't recall as to whether I have made any correspondence in respect of buses with my company addressed to the concerned trade union on record. It is incorrect to suggest that, buses

with my company are still in possession and custody of my company as on today".

- 89. The material-admission comes from the mouth of this witness for the Respondent No. 1 and 2 namely; that, "as per the order so passed dated 28th January 2003, I did not pay wages to his employees till the date". It goes to show and indicate that, not only the Respondent No. 1 and 2 have admitted through this witness that, the concerned-employees i.e. member of the complainant-union were not in his employment for the Respondent No. 1 company at the material time. And right from 28th January 2003 till the date; he has not paid wages to those concerned employees; though earned-wages as per the Payment of Wages Act, 1936. And thereby it is nothing but in utter violation of the principles of natural justice so also in breach of the said tripartie-agreement dated 28th April 1995 below Exh. CA-17. And thereby the Respondent No. 1 and 2 have committed an unfair labour practice as per Itme 9 of Schedule IV of the Act, 1971; in its 'letter and spirit'.
- 90. However, the devision-factor by way of admission on part of the Respondent No. 1 and 2; comes spontaneously from nobody else but at the last moment; through his cross-examination below Exh. CA-12; after said writ was disposed off; so filed by him (a matter of record). The Court reproduces the very relevant and material admission on Page 15, in his cross below Exh. CA-12 so given by the Respondent No. 2 for the Respondent No. 1, "It is true that I have not initiated any proceedings against Respondent No. 3, with any court of law. It is true to say that, I have not produced any document on record showing that, 19 buses have been forcibly taken from my possession, as stated in Para 7 of my affidavit Exh. CA-12. I am shown and referred to last two-document with the list Exh.C-20 (13 to 15 pages thereof). It is incorrect to suggest that as per the direction so mentioned in these letters, I did not surresnder the possession of 19-buses to the Respondent No. 3. It is true to say that, I have not produced anything on record to show that, I have handed over the possession of 19 buses to the Respondent No. 3. Now I am shown and referred to Page No. 7 with list exh.C-20 is the letter dated 2nd August 2001. It is true say that, by this letter I was asked to pay M.V. Tax, as well as get validity-certificate of the buses. Now I am shown and referred to Page No. 9 with the same list below Exh. C-20. It is the letter dated 23rd May 2001 addressed to one Mr. Chaterjee and copy to M/s. Mahalaxmi Tourism Corporation. It is true to say that, copy of this letter is forwarded to me. It is also correct to say that, on Page No. 10 with the same list through the letter dated 25th July 2001 a complaint of Sandip Chatterjee addressed to me. It is true to say that, through the letter dated 30th January 2002 on Page No. 11 o the same list, I was asked to hand over the charge of MTDC buses on the Respondent no. 3. Now I am shown and referred to Page 12 of the same list dated 7th February 2002. It is true to say that by this letter I was asked to hand over the charge of MTDC buses. Now I am shown and referred to Page 5, I do not recall now in respect of Page 5 earmarked portion below Exh. CA-3 dated 5th August 2003, whether I have issued any appointment letter for rehabilitation of erstwhile workers of Respondent No. 2".
- 91. It seems from the record that, the Respondent No. 1 and 2 have pretended to show a sympathy and accommodate in its employment with the Respondent No. 1 company at the hands of the Respondent No. 2 as its Chairman of the Respondent No. 1 i.e. the ex-employees/workers of the Respondent No. 3-MTDC, who have already opted for VRS some of them who have not opted for the same were required to be rehabilitated as an employee; of course, as a permanent-employee in the employment with the Respondent No. 1-company; alongwith the Respondent No. 2. For running the said-business in respect of 19 buses owned by the erstwhile ownership i.e. Respondent No. 3; got taken over possession by the Respondent No. 1 and 2 and ply it by the MTDC routes in the State of Maharashtra; for the charges so agreed upon by the said tripartite-agreement below Exh.CA-17. But that has been brought not only by the Respondent No. 1 and 2; but indirectly by the Respondent No. 3 find it does not help and assist the Respondent No. 1 and 2; to do so. It is for the simple reason that, the Respondent No. 1 and 2 neighter pleaded to that effect; nor any iota of both documentary evidence to support his contentions in respect of asking him to hand over the charges of MTDC buses to the Respondent No. 3; nothing is on record so filed by the Respondent No. 1 and 2; to that effect on record.

- 92. Last but not the least; the said-witness for the Respondent No1 ans 2 *vide* Page 16 last para in his cross has candidly admitted below Exh. CA-12; that, as per the said tripartite-agreement below Exh.CA-17, he marked-atterndance and paid wages of erswhile employees of respondent No. 3, for which; that is the contractual obligation as per the provisions of the Indian Contract Act, 1872. That is nothing but actionable claim, which could these complainants ask for with the Civil Court, but since it has been having commission of unfair labour practices as per Item 9 of Schedule IV of the Act, 1971. And that is the reason why the complainant union in place of its earlier-union; with whom the tripartite-agreement dated 28th April 1995 below Exh. CA-17 has taken place; has been compelled to approach this Court through this complaint below Exh.U-1 filed under the provisions of the Act, 1971; precisely for unfair labour practice as per Item 9 of Schedule IV of the Act, 1971; which according to this Court; has proved both on facts and in the eyes of law; of course, through the cogent-evidence before the Court.
- 93. The backbone on which; the whole edifice of this Complaint (ULP) matter below Exh. U-1 and simultaneously; through corresponding written-statements filed on behalf of the Respondent No.1 and 3 in this Complaint (ULP)-matter; is fully rested upon the very material documentary evidence in the form of the said tripartite-agreement below Exh.CA-17. The Respondent No.1; has proved it through below Exh. CA-12 in his further examination in chiefform. The material before the Court, in all sense; both on facts and in the eyes of law when the Court has gone through vide Clause 6 on Page 9 thereof; no doubt, License (Respondent No. 1 and 2) will duly employ and retain an adequate strength of the staff members, including the erswhile staff of the corporation that is a party to the tripartite settlement dated 28th April 1995 for the performance of the obligations cast upon the License under the agreement herein and will duly and punctually pay and discharge the wages, salaaries and the other dues as well be required to be paid and discharged to them from time to time".
- 94. *Vide* Para 7 Clause (C) on Page 11 of Exh. CA-17 and CA-12; its vital play as far as contractual-obligation, the Respondent No. 1 and 2 are under obligation to perform and execute it in favour of the complainant-union and simultaneously; to the Respondent no. 3 who is behind the curtain; as far as this letter is concerned.
- 95. When there is no-relief admittedly sought by the complainant union for its member employees concerned, as against the Respondent No. 3; but as against the Respondent No. 1 and 2 only, the unfair labour practices so alleged as per Item 9 of Schedule IV of the Act, 1971 got duly proved by the complainant-union, as against the Respondent No. 1 and 2; of course, through the cogent evodence before the Court; respectively. Thus, the issue No. 1 is required to be answered in the 'Affirmative' i.e. precisely; in the light of the law so laid down by our Hon'ble Bombay High Court (supra 1980(40)-FLR-279), as well as its subsequent judgment (supra 1996-III-LLJ-658) and the resepctive law so laid down therein does apply in toto to the facts and circumstances as emerged in this matter squarely and in toto.
- 96. However, the law propounded by the Hon'ble Supreme Court of India (*supra 1976-I-SCC-496*); none has pressed to that effect; is of the Hon'ble Apex Court so referred to and relied upon by the Respondent No. 3; through the compilation so mentioned therein below Exh. C-23; with due respect it does not help and assist the Respondent No. 3; particularly and precisely with relation to the jurisdiction of this Court, at this juncture; as the facts and circumstances are not identical with each other.
- 97. Accordingly, the Issue No. 1 is required to be answered in the 'Affirmative'; for the reason as assigned to; it by this Court in the forgoing peragraphs of this judgment, as above.

- 98. In addition to; it is the gist of the whole Complaint (ULP) in this matter; is also rested upon the 'Memorandum of Understanding' of April 1995; by and between the MTDC Pvt. Ltd., registered with the address so given therein under the provisions of the Act, 1956; the company on one part and PVKS duly registered under the Trade Unions Act, 1926 (the-Sangh) so agreed to have rehabilitate the affected workmen in the Transport Division of Maharashtra Tourism Development Corporation Ltd., and the said Sangh has agreed through this MOU as mentioned hereinafter (Annexure 'G' to the main complaint) so entered into between the Respondent No. 1 and 2 and the earlier union by name:PVKS got meterialized and proved in the breach from the material on record at the hands of the complainant-union in this matter, as against the Respondent No. 1 and 2 respectively amounted to commission of unfair labour practices amounting to Item 9 of Schedule IV of the Act, 1971.
- 99. As well as; there seems to be *vide* Annexure 'H' with the main complaint on running Page No. 64, the MOU under Section 18(1) read with Section 2(b) of the ID Act, 1947; between the MTDC Ltd. and PVKS representing employer; Shri Premkumar (Managing Director), Shri Madhav Bhide (General Manager), Shri Sampat Sawant (Director); representing workmen Shri Vijay Kamble (President), Shri Madan Wagh (General Secretary). Vide Clause (3) of the said terms and conditions running Page No. 66; it is mentioned therein that, "On the date of employment by the License the employees shall cease to be employees of the Corporation and shall become permanent employees of the License". Vide Clause (5) it is further mentioned that, "The said employees on transfer of License shall have no claim against the License in respect of post service etc." 28th day of April 1995; alongwith Annexure 'A' in terms of settlement Basic Wages Scale for unskilled, semi-skilled, Asst. to Mechanic, Mechanics; so elaborated therein. Then; the consolidated wages/salary and other pay, bonus and service conditions in relation to these employees vide Annexure 'I' is the list of concerned-employees/workers, attached on Page No. 74 with the main complaint, Sr. No. 1 to 8; are the persons who have been opted for VRS; out of 34 in number so mentioned therein. Who have allegedly got issued with the appointment letters by the Respondent No. 1 and 2 and that is supported with and seconded by with the representations of the employees dated 20th April 1999 addressed to the MTDC, Mumbai 400 021. They are 7 in number and others so mentioned therein.
- 100. It is quite clear that, it was nothing but ostensibly a paper made arrangement; in the form of a dummy-person i.e. the Respondent No. 2, through the Respondent No. 1 the Private Limited Company, registered under the Companies Act, 1956; in order to camouflage the whole arrangement, but not with a bonafide purpose and with good intension at the hands of the respondent No. 3 MTDC. However, it seems; nothing but a crystal clear that, the Respondent No. 3 has made this type of so called arrangement with and in collusion with the Respondent No. 1 and 2. Which entailed to show and indicate that, the malafideness on part of the Respondent No. 1 to 3; with a ulterior motive to make show of adjustment and rehabilitation of their ex-employees, who have opted for VRS already and paid with their legal-dues. This is the smoke-curtain towards privatization so indugled into at the hands of the Respondent No. 3; the very instrumentality of the Government of Maharashtra; at the material time; with the help and assistance of the Respondent No. 1 and 2. But that has ultimately resulted into these compelling-circumstances; for filing this ULP complaint, at the instance of the new union so formed and representing it in the place of the earlier-union, who was party to the said-MOU; as well as the settlement under the provisions of the ID Act, 1947 so brought on record. Which does not help to either parties to the litigation; as and for the reasons so enumerated as above in the forgoing paragraphs of this judgment. Therefore, with this view in mind; the issue No. 1 is required to be answered in the words that, the Respondent No. 1 and 2 and the respondent No. 3 behind the curtain indirectly have indulged into an unfair labour practices as contemplated under Item 9 of Schedule IV of the Act, 1971. Hence, it is required to be answered in the 'Affirmative' for the reasons so assigned to as above.

- 101. Issue No. 2 and 3.— With regard to these issues; nothing remained to be adjudicated not any aspect, which remained to be considered by this Court; but it is nothing but a unique-case of its own; in the forms of a flagrant and utter violation of principles of natural justice. In other words; it is the total and blatant misuse of delegation of powers under one pretext or the other, that too at the hands of the respondent No. 1 and 2 in particular and the Respondent No. 3 in general indirectly. But in order to aid and assist the Respondent No. 1 ans 2; in all respects and nothing else. And once it has been established that, there was commission of an unfair labour practice amounted to and within the meaning of Item 9 of Schedule IV of the Act, 1971.
- 102. It is settled principles of law that, non-payment of the earned wages due and payable by the employer-concerned in favour of the employee-concerned; is nothing but not only an unfair labour practice as per Item 9 of Schedule IV of the Act, 1971. As it is the statuatory payment/ statuatory-liability cast upon regular-employer, as against its employees for the work they have done in the employment with the Respondent No. 1 and 2 under the Payment of Wages Act, 1936. If violated it nothing but it entails a criminal-prosecution; disobedience of the statutory obligation on part of the concerned-employer; but it is a blatant-violation of the statutory-provisions of the law; in which; no deniency could be shown by the Court; but that should be strongly deprecated at the hands of any Court of law; including this Court of equity *i.e.* Industrial Court; only.
- 103. In other words; it could be stated in all fairness on part of this Court in respect of both the parties to this litigation only; that this is nothing but gradual end consistent; but by way of low-poisoning by harssing the concerned employees; for no fault in their side; at the high handedness of the Respondent No. 3 indirectly; in support and in furtherance of its indirect support to the Respondent No. 1 and 2; who have made the so-called establishment by deviating its statutory-responsibility; to rehabilitate these erswhile-employees of the Respondent No. 3 *i.e.* the MTDC; by hook or crook by agreeing the so-called tripartite-agreement/settlement below Exh. CA-17. But it is reflected in the form of its corresponding-obligations and duties, but these were not complied with in its 'letter and sprit' but they have honoured it in its breach only.
- 104. And if anybody plays with life of any person; it is nothing but a patent-error; as well as infrection of the constitutional right *i.e.* the 'fundamental-right' as eshrined under Article 21 of the Constitution of India; within the framework of which; all the Labour-Laws; as well as other laws have found a sufficient place i its consonance thereof only.
- 105. Therefore, by invoking the provisions of Section 30(1)(b); read with Section 29(1) of the Act, 1971; it would be in all fairness and inquiry too; for this Court, by adopting a pragmatic view in furtherace of substantial administation of justice in favour of the aggirived party; by way of direction to the Respondent No. 1 to 3 jointly and severally; to pay the earned-wages of these concerned-employees of the complainant-union-member-employees employed with the respondent no. 1 and 2 respectively at the material time. till passing of this order in toto. Failing which, it would earn an interest at the rate of 9 percent annum thereof, whichever is earlier.
- 106. The overt and covert-roll played by the Respondent No. 1 to 3 jointly and severally; in all but to evade the statutory responsibility; by putting the burden and avoiding its burden to each other; ultimately resulting into miscarriage of justice at the hands of the Respondent No. 1 to 3. And therefore, they are hereby held jointly and severally responsible for commission of unfair labour practice as per Item 9 of Schedule IV of the Act, 1971.
- 107. Though the complainant-union has sought any relief below Exh. U-1, as against the Respondent No. 3. And that has been squarely admitted by the complainant's single-solitary-witness below Exh. U-10 as narrated as above in his cross; for the best reason known to it. However, in the net result thereof; that this Court cannot overlook any such party to this litigations; but these could be held responsible for such commission of unfair labour practice under Item 9 of Schedule IV of the Act, 1971; for the reasons as discussed and narrated above.

108. With this view in mind; finally the Court proceeds to pass the following order; by answering the Issue No. 2 and 3; of course, in the 'Affirmative'; which would definitely meet the ends of justice, equity and good conscience.

Order

- 1. The Complaint (ULP) No. 556/2002 filed by the complainant-union for its concerned-workmen below Exh. U-1 under Section 28/30; for Unfair labour Practices as per Item 9 of Schedule IV of the Act, 1971 stands allowed, of course; subject to taken-cost of Rs. 5,000 to be born by the Respondent No. 1 and 2. And a taken-cost of Rs. 2,000 to be born by the Respondent No. 3. And its cumulative effect would be credited the said total amount to the Government Account; respectively.
- 2. It is hereby declared that, the respondent No. 1 to 3 jointly and severally have indulged into an unfair labour practice as per Item 9 of Schedule IV of the MRTU and PULP Act, 1971 on and from the date of filing of this complaint and continued thereafter till the date or till complainance of this order by the Respondent No. 1 to 3; as the case may be; whichever is earlier.
- 3. The Respondent No. 1 to 3 are jointly and severally hereby held liable and directed to pay the earned wages of these concerned workmen through complainant-union-members for the respective-period, if not already paid till the date of passing of this order; of course, by way of deposit with the office of this Court; within a month from today.
- 4. Failing which; It would carry an interest at the rate of 9 percent per annum thereof; whichever is earlier.
- 5. This order is to be complied within a month from today; by all the Respondent No. 1 to 3 jointly and severally.

Place : Mumbai, Dated 31st March 2011. S. K. SHALGAONKAR, Member, Industrial Court, Maharashtra, Mumbai.

(Signed), I/c. Registrar, Industrial Court, Maharashtra, Mumbai, dated 21st April 2011.

वाचा.—श्री. डी. बी. उन्हाळे, किनष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, नागपूर यांचा दिनांक १७ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५६७.—श्री. डी. बी. उन्हाळे, किनष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, नागपूर यांना त्यांच्या दिनांक १७ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १४ फेब्रुवारी २०११ ते १६ फेब्रुवारी २०११ या ३ दिवसांची परिवर्तित रजा, रजेच्या मागे दिनांक १२ फेब्रुवारी २०११ व १३ फेब्रुवारी २०११ हे सुटट्यांचे दिवस जोडून मंजूर करण्यात आली आहे.

श्री. डी. बी. उन्हाळे, हे रजेवर गेले नसते तर त्यांची किनष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, नागपूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. बी. उन्हाळे, हे किनष्ठ अन्वेषक अधिकारी, औद्योगिक न्यायालय, नागपूर या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २० एप्रिल २०११. **ए. पी. ढोले,** प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.— श्री. एस. जी. देशमुख, न्यायाधीश, २ रे कामगार न्यायालय, पुणे यांचा दिनांक १८ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५६८.—श्री. एस. जी. देशमुख, न्यायाधीश २ रे कामगार न्यायालय, पुणे यांना त्यांच्या दिनांक १८ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २३ मार्च २०११ ते २५ मार्च २०११ पर्यंत ३ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २६ मार्च २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. एस. जी. देशमुख, हे रजेवर गेले नसते तर त्यांची न्यायाधीश २ रे कामगार न्यायालय, पुणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एस. जी. देशमुख, हे न्यायाधीश २ रे कामगार न्यायालय, पुणे या पदावर स्थानापन्न होतील.

आदेशावरून,

ए. पी. ढोले, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

वाचा.— श्रीमती. एस. डी. मनवार, सदस्य औद्योगिक न्यायालय, जालना, यांचा दिनांक २८ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५६९.—श्रीमती. एस. डी. मनवार, सदस्य, औद्योगिक न्यायालय, जालना यांना त्यांच्या दिनांक २८ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २१ मार्च २०११ ते दिनांक २५ मार्च २०११ पर्यंत एकुण ५ दिवसांची परिवर्तित रजा, रजेच्या मागे दिनांक २० मार्च २०११ व रजेच्या पुढे दिनांक २६ मार्च २०११ व २७ मार्च २०११ हे सुट्ट्यांचे दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्रीमती. एस. डी. मनवार, ह्या रजेवर गेल्या नसत्या तर त्यांची सदस्य, औद्योगिक न्यायालय, जालना या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्रीमती. एस. डी. मनवार, ह्या सदस्य, औद्योगिक न्यायालय, जालना, या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २० एप्रिल २०११. **ए. पी. ढोले,** प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.— श्री. सी. आर. पाटील, सहायक प्रबंधक, औद्योगिक न्यायालय, सोलापुर यांचा दिनांक १० मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५७१.—श्री. सी. आर. पाटील, सहायक प्रबंधक, औद्योगिक न्यायालय, सोलापूर यांना त्यांच्या दिनांक १० मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १४ मार्च २०११ ते १९ मार्च २०११ पर्यंत एकूण ६ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक २० मार्च २०११ हा सुट्टीचा दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. सी. आर. पाटील हे रजेवर गेले नसते तर त्यांची सहायक प्रबंधक, औद्योगिक न्यायालय, सोलापूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. सी. आर. पाटील हे सहायक प्रबंधक, औद्योगिक न्यायालय, सोलापूर या पदावर स्थानापन्न होतील.

आदेशावरून,

ए. पी. ढोले, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

वाचा.— श्री. के. डब्ल्यु. ठाकरे, सदस्य, औद्योगिक न्यायालय, पुणे यांचा दिनांक १ फेब्रुवारी २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५७३.—श्री. के. डब्ल्यु. ठाकरे, सदस्य, औद्योगिक न्यायालय, पुणे यांना त्यांच्या दिनांक १ फेब्रुवारी २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २ फेब्रुवारी २०११ ते ५ फेब्रुवारी २०११ पर्यंत एकूण ४ दिवसांची अर्जित रजा, रजेच्या पुढे दिनांक ६ फेब्रुवारी २०११ हा सुट्टीचा दिवस जोडून मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. के. डब्ल्यु. ठाकरे, हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, पुणे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. के. डब्ल्यु. ठाकरे, हे सदस्य, औद्योगिक न्यायालय, पुणे या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २० एप्रिल २०११. **ए. पी. ढोले,** प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. ए. आर. महाजन, सदस्य, औद्योगिक न्यायालय, मुंबई यांचा दिनांक १४ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५७४—श्री. ए. आर. महाजन, सदस्य, औद्योगिक न्यायालय, मुंबई यांना त्यांच्या दिनांक १४ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १५ मार्च २०११ व १६ मार्च २०११ रोजीची २ दिवसांची अर्जित रजा मंजूर करण्यात आली आहे.

श्री. ए. आर. महाजन, हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, मुंबई या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. ए. आर. महाजन, हे सदस्य, औद्योगिक न्यायालय, मुंबई या पदावर स्थानापन्न होतील.

आदेशावरून,

ए. पी. ढोले, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

वाचा.—श्री. डी. आर. ढाले, न्यायाधीश, १ ले कामगार न्यायालय, नागपूर यांचा दिनांक १७ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५७९—श्री. डी. आर. ढाले, न्यायाधीश, १ ले कामगार न्यायालय, नागपूर यांना त्यांच्या दिनांक १७ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक २५ फेब्रुवारी २०११ ते १६ मार्च २०११ पर्यंत एकूण २० दिवसांची परिवर्तित रजा, मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात येत आहे.

श्री. डी. आर. ढाले, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, १ ले कामगार न्यायालय, नागपूर या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. डी. आर. ढाले, हे न्यायाधीश, १ ले कामगार न्यायालय, नागपूर या पदावर स्थानापन्न होतील.

आदेशावरून,

मुंबई, दिनांक २० एप्रिल २०११. **ए. पी. ढोले,** प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. जी. एल. मसंद न्यायाधीश, कामगार न्यायालय, धुळे यांचा दिनांक २२ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५८०.—श्री. जी. एल. मसंद, न्यायाधीश, कामगार न्यायालय, धुळे यांना त्यांच्या दिनांक २२ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिविण्यात येते की, त्यांची दिनांक २० मार्च २०११ ते २१ मार्च २०११ पर्यंत एकूण २ दिवसांची वाढीव अर्जित रजा, मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. जी. एल. मसंद, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, धुळे या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. जी. एल. मसंद हे न्यायाधीश, कामगार न्यायालय, धुळे या पदावर स्थानापन्न होतील.

आदेशावरून,

ए. पी. ढोले, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

वाचा.—श्री. एस. एम. मेनजोगे, न्यायाधीश, कामगार न्यायालय, वर्धा यांचा दिनांक १७ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५८१.—श्री. एस. एम. मेनजोगे, न्यायाधीश, कामगार न्यायालय, वर्धा यांना त्यांच्या दिनांक १७ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १९ मार्च २०११ ते २१ मार्च २०११ पर्यंत ३ दिवसांची अर्जित रजा, मुख्यालय सोडण्याच्या परवानगीसह मंजूर करण्यात आली आहे.

श्री. एस. एम. मेनजोगे, हे रजेवर गेले नसते तर त्यांची न्यायाधीश, कामगार न्यायालय, वर्धा या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. एस. एम. मेनजोगे, न्यायाधीश, कामगार न्यायालय, वर्धा या पदावर स्थानापन्न होतील.

आदेशावरून, **ए. पी. ढोले,**प्रभारी प्रबंधक,

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

मुंबई, दिनांक २० एप्रिल २०११.

औद्योगिक न्यायालय, महाराष्ट्र, मुंबई

वाचा.—श्री. व्ही. पी. कारेकर, सदस्य, औद्योगिक न्यायालय, जळगांव यांचा दिनांक २२ मार्च २०११ रोजीचा अर्ज.

रजा मंजुरी आदेश

क्रमांक ५८२.—श्री. व्ही. पी. कारेकर, सदस्य, औद्योगिक न्यायालय, जळगांव यांना त्यांच्या दिनांक २२ मार्च २०११ रोजीच्या अर्जासंदर्भात कळिवण्यात येते की, त्यांची दिनांक १५ मार्च २०११ ते १९ मार्च २०११ पर्यंत एकूण ५ दिवसांची परिवर्तित रजा, रजेच्या पुढे दिनांक २० मार्च २०११ रोजीची सुट्टी जोडून मंजूर करण्यात आली आहे.

श्री. व्ही. पी. कारेकर, हे रजेवर गेले नसते तर त्यांची सदस्य, औद्योगिक न्यायालय, जळगांव या पदावरील स्थानापन्न नियुक्ती पुढे चालू राहिली असती.

रजेचा उपरोक्त कालावधी संपल्यावर श्री. व्ही. पी. कारेकर, हे सदस्य, औद्योगिक न्यायालय, जळगांव या पदावर स्थानापन्न होतील.

आदेशावरून,

ए. पी. ढोले, प्रभारी प्रबंधक, औद्योगिक न्यायालय, महाराष्ट्र, मुंबई.

पुढील अधिसूचना इत्यादी असाधारण राजपत्र म्हणून त्यांच्यासमोर दर्शविलेल्या दिनांकांना प्रसिद्ध झालेल्या आहेत :—

८६ मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

मंत्रालय, मुंबई ४०० ०३२, दिनांक ४ मार्च २०१४

अधिसूचना

महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१.

क्रमांक एसजीए. २०१४/प्र.क्र. ११६/काम-५.—ज्याअर्थी, ज्यांची नावे यासोबत जोडलेल्या अनुसूची एक च्या स्तंभ (२) मध्ये नमूद केलेली आहेत अशा विविक्षित सुरक्षा रक्षकांना (यात यापुढे ज्यांचा उल्लेख "उक्त सुरक्षा रक्षक" असा करण्यात आला आहे), उक्त अनुसूची एक च्या स्तंभ (४) मध्ये नमूद केलेल्या मुख्य मालकाकडे कामावर ठेवलेले आहे, अशा मे. मॉडर्न प्रोटेक्शन अँन्ड इन्व्हेस्टीगेशन्स प्रा. लि., एफ-१३९, केलास वैभव कॉम्प्लेक्स, हिरानंदानी लिंक रोड, पार्क साईड, विक्रोळी (प.), मुंबई ४०० ०७९ व मालक श्री. सुरेश मोहन नायर यांनी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ (१९८१ चा महा. ५८) याच्या कलम २३ अन्वये, उक्त अधिनियमाच्या सर्व तरतुदी आणि महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ (यात यापुढे ज्याचा उल्लेख "उक्त योजना" असा करण्यात आला आहे) यांच्या अंमलबजावणीतून सूट मिळण्यासाठी अर्ज केला आहे ;

आणि ज्याअर्थी, सल्लागार सिमतीशी विचारविनिमय केल्यानंतर व उक्त सुरक्षा रक्षकांना मिळत असलेल्या लाभांची पडताळणी केल्यानंतर, त्यांना मिळत असणारे लाभ हे उक्त अधिनियमाद्वारे व त्या अधिनियमान्वये आणि उक्त योजनेद्वारे व तदन्वये तरतूद केलेल्या लाभांपेक्षा एकंदरीत पाहता कमी फायदेशीर नाहीत, असे महाराष्ट्र शासनाचे मत झालेले आहे.

त्याअर्थी, आता, महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) अधिनियम, १९८१ याच्या कलम २३ अन्वये प्रदान केलेल्या अधिकारांचा वापर करून महाराष्ट्र शासन याद्वारे उक्त अधिनियमाच्या व उक्त योजनेच्या सर्व तरतुर्दींच्या अंमलबजावणीतून उक्त खाजगी सुरक्षा रक्षकांना, यासोबत जोडलेल्या अनुसूची-२ मध्ये विनिर्दिष्ट केलेल्या शर्तींच्या अधीन राहून, **राजपत्रात** ही अधिसूचना प्रसिद्ध केल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीसाठी सूट देत आहे.

अनुसूची-१

अ. क्र.	सुरक्षा रक्षकांचे नाव	वर्ग	मुख्य मालकाचे नाव व पत्ता
(१)	(5)	(\$)	(8)
१	मनीषकुमार कृष्णामेनन कुवर	सुरक्षा रक्षक	मे. थॉमस कुक (इंडिया) लि., ३२४, थॉमसकुक बिल्डींग, डॉ. डी. एन. रोड, फोर्ट मुंबई ४०० ००१.
२	सुनिलकुमार जवाहरलाल दुबे	सुरक्षा रक्षक	
३	मनोजकुमार रामनारायण गिरी	सुरक्षा रक्षक	मे. मॅकेन्सी ॲन्ड कं. इंक., एक्स्प्रेस टॉवर्स, २१ वा मजला, नरीमन पॉईंट, मुंबई ४०० ०२१.
8	गुरमिंदर सिंगर सिंग	सुरक्षा रक्षक	
ų	नितेश रमेश शिंदे	सुरक्षा रक्षक	
ξ	सुधाकर गणपती चौगुले	सुरक्षा रक्षक	
9	संतोष लक्ष्मण साबळे	सुरक्षा रक्षक	
6	देवेंद्र भिकाजी सागवेकर	सुरक्षा रक्षक	
9	दिपक रघुनाथ निकम	सुरक्षा रक्षक	
१०	राजेश दत्तात्रय पांडव	सुरक्षा रक्षक	
११	प्रताप पितांबर पांडा	सुरक्षा रक्षक	
१२	रवि पुरण कथारे	सुरक्षा रक्षक	
१३	राजेंद्र पांडुरंग बिल्ले	सुरक्षा रक्षक	
१४	विक्रम केरु कदम	सुरक्षा रक्षक	
१५	बैदनाथ परमेश्वर चौधरी	सुरक्षा रक्षक	मे. पिपुल ट्री प्रॉपर्टिज प्रा. लि., पोडीयम फ्लोअर इन्फिनिटी आय. टी. पार्क, २३९, बिल्डींग नं. ४ जनरल ए. के. मार्ग, दिंडोशी, मालाड (पूर्व),
			मुंबई ४०० ०९७.
१६	संजय शिवाजी चौगुले	सुरक्षा रक्षक	
१७	अभिजीत मोहन शिंदे	सुरक्षा रक्षक	
१८	कामराज हनी गिरी	सुरक्षा रक्षक	
१९	रमेश गणपत जाधव	सुरक्षा रक्षक	
२०	त्रिलोकी गंगाप्रसाद शुक्ला	सुरक्षा रक्षक	
२१	मोहम्मद अस्लाम मोहम्मद अमीन खान	सुरक्षा रक्षक	
२२	नामदेव विठ्ठल कांबळे	सुरक्षा रक्षक	
२३	संतोष रांबल झा	सुरक्षा रक्षक	
२४	शामप्रकाश बिदेश्वर झा	सुरक्षा रक्षक	
२५	सुरेश श्रीनारायण चांद	सुरक्षा रक्षक	
२६	प्रविण कोरीपा चौधरी	सुरक्षा रक्षक	
२७	राजु राजकुमार झा	सुरक्षा रक्षक	
२८	चंद्रकांत रामचंद्र हुमने	सुरक्षा रक्षक	
56	सुरेश बापुराव अचळखंब	सुरक्षा रक्षक	
३०	शैलेशकुमार मोहन झा	सुरक्षा रक्षक	
38	ब्रीजमनी फुलचंद्र तिवारी	सुरक्षा रक्षक	
32	प्यारेलाल रमजान यादव	सुरक्षा रक्षक	
33	अमरेशचंद्र भोलानाथ पांडे	सुरक्षा रक्षक	
38	पुजा पांडेकर	सुरक्षा रक्षक	
३५	दिव्या देवदास मेस्त्री	सुरक्षा रक्षक	
३६	महेंद्र शिवराम ठोंबरे	सुरक्षा रक्षक	
३७	अखिलेश कुमार दूबे	सुरक्षा रक्षक	

(१)	(5)	(\$)	(8)
३८	दिपक राजाराम पाटील	सुरक्षा रक्षक	मे. ताज लॅन्डस् एन्ड, बॅन्डस्टॅन्ड,
			बांद्रा (पश्चिम), मुंबई ४०० ०५०.
39	राजेंद्रप्रसाद विनयकुमार दूबे	सुरक्षा रक्षक	
४०	लालमोहन अभयनारायण झा	सुरक्षा रक्षक	
४१	अमरदीप दिनेश चौधरी	सुरक्षा रक्षक	
४२	किरण सदानंद करंगुटकर	सुरक्षा रक्षक	
४३	उदय बाबुराव येजारे	सुरक्षा रक्षक	
88	रती लाली चंद	सुरक्षा रक्षक	
४५	अशोककुमार शिवप्रसाद मिश्रा	सुरक्षा रक्षक	
४६	राजेंद्रबहादूर हजारी चंद	सुरक्षा रक्षक	
४७	मनीष उपाध्याय	सुरक्षा रक्षक	
४८	भरत काशीनाथ शिवगण	सुरक्षा रक्षक	
४९	धीरज एकनाथ सगरे	सुरक्षा रक्षक	
५०	के. आर. बावकर	सुरक्षा रक्षक	
५१	बिनोद गोपी चंद	सुरक्षा रक्षक	
५२	अमोल प्रल्हाद शिर्क	सुरक्षा रक्षक	
५३	संतोष गुंजाळकर	सुरक्षा रक्षक	
५४	विजय भगवान नवले	सुरक्षा रक्षक	
५५	लक्ष्मण खांबा साही	सुरक्षा रक्षक	
५६	बचन बुधीराम यादव	सुरक्षा रक्षक	
५७	दीपक कुमार मोदुआरायण झा	सुरक्षा रक्षक	
५८	सुरेश मोहन गोस्वामी	सुरक्षा रक्षक	
५९	इंद्रराज ददनसिंग परिहर	सुरक्षा रक्षक	
६०	रमेशकुमार कैलाश मिश्रा	सुरक्षा रक्षक	
६१	सत्यप्रकाश रामप्रकाश मिश्रा	सुरक्षा रक्षक	
६२	संदिप भागुराम खैरे	सुरक्षा रक्षक	
६३	ब्रीजमोहन उमेश टी.	सुरक्षा रक्षक	
६४	अशोककुमार ब्रम्हदेव सिंग	सुरक्षा रक्षक	
६५	मणिकांत सिंग	सुरक्षा रक्षक	
६६	कृष्णकुमार ब्रिजनाथ मिश्रा	सुरक्षा रक्षक	
६७	श्रावणकुमार रामेश्वर झा	सुरक्षा रक्षक	
६८	मनेष रामकृष्ण पाठक	सुरक्षा रक्षक	
६९	देवेंद्र राजकुमार पाठक	सुरक्षा रक्षक	
90	लक्ष्मण मदन चांद	सुरक्षा रक्षक	
७१	आनंद लक्ष्मण मायनाक	सुरक्षा रक्षक	मे. हॉटेल ताजमहल, पॅलेस ॲन्ड टॉवर,
			कुलाबा, मुंबई ४०० ००१.
७२	बिरेंद्रकुमार पुरणवासी राम	सुरक्षा रक्षक	
७३	श्यामलाल शिवमुरत पाल	सुरक्षा रक्षक	
७४	तारकेश्वर मिश्रा	सुरक्षा रक्षक	

(१)	(7)	(\$)	(8)
હું	ओमप्रकाश चरित्रा यादव	सुरक्षा रक्षक	मे. हॉटेल ताजमहल, पॅलेस ॲन्ड टॉवर,
			कुलाबा, मुंबई ४०० ००१.
७६	विनयकुमार बुध्दीराम सिंग	सुरक्षा रक्षक	
७७	कमलाकांत वेदानंद झा	सुरक्षा रक्षक	
১৩	सुशिलकुमार परशुराम यादव	सुरक्षा रक्षक	
७९	अखिलेशकुमार रामायण सिंग	सुरक्षा रक्षक	
८०	अमितकुमार अरुण शर्मा	सुरक्षा रक्षक	
८१	महेश बबन सईद	सुरक्षा रक्षक	
८२	संजयकुमार चंद्रशेखर मिश्रा	सुरक्षा रक्षक	
८३	वैभव सुभाष मोरे	सुरक्षा रक्षक	
८४	राजुकुमार अरुणकुमार सिंग	सुरक्षा रक्षक	
८५	राकेश हरिश्चंद्र चव्हाण	सुरक्षा रक्षक	
८६	सत्यानंद रामकरण सिंग	सुरक्षा रक्षक	
८७	सत्यनारायण नथुप्रसाद खारवार	सुरक्षा रक्षक	
22	बबलुकुमार रमाकांत चौधरी	सुरक्षा रक्षक	
८९	अचितकुमार अनिलकुमार त्रिपाठी	सुरक्षा रक्षक	
९०	विरेंद्र सिध्दाराम पासी	सुरक्षा रक्षक	
९१	संतोष हरिनाथ गौतम	सुरक्षा रक्षक	
९२	सचिन बाळु पाटील	सुरक्षा रक्षक	
९३	संदिप श्यामलाल यादव	सुरक्षा रक्षक	
९४	उद्रेश रामराज यादव	सुरक्षा रक्षक	
९५	किरण कुंडलिक ताकवले	सुरक्षा रक्षक	
९६	उमेशकुमार पितांबर यादव	सुरक्षा रक्षक	
९७	सुनिलकुमार कमलेश्वर सिंग	सुरक्षा रक्षक	
९८	विकास सुरेंद्रनाथ पांडे	सुरक्षा रक्षक	
99	विकास सुभेदार यादव	सुरक्षा रक्षक	
१००	राजेंद्रप्रसाद किशोरालाल त्रिपाठी	सुरक्षा रक्षक	
१०१	ए. के. मिश्रा	सुरक्षा रक्षक	
१०२	बिरेंद्रकुमार सिंग	सुरक्षा रक्षक	
१०३	लक्ष्मण विष्णु बोभाटे	सुरक्षा रक्षक	
१०४	मणिकांत अशोककुमार सिंग	सुरक्षा रक्षक	
१०५	रमेश जगदिश सोनी	सुरक्षा रक्षक	
१०६	निर्मलकुमार केशोराम	सुरक्षा रक्षक	
१०७	कैलास दुजा सिंग	सुरक्षा रक्षक	
१०८	हरिदयानंद राजनाथ सिंग	सुरक्षा रक्षक	

(१)	(5)	(\$)	(%)
१०९	प्रकाश पांडुरंग मोरे	सुरक्षा रक्षक	मे. सन्स ज्वेल्स इंटरनॅशनल लि.,
			युनिट नं. ११६, एसडीएफ-४, सिप्झ, सेझ,
			अंधेरी (पूर्व), मुंबई ४०० ०९३.
११०	सुभाष प्रकाश बोबडे	सुरक्षा रक्षक	मे. इन्फिनीटी रिटेल लि. (क्रोमा), सायन,
			द्वारा प्लॉट नं. ११२, सायन, एलआयसी बिल्डींग,
			सायन कोळीवाडा रोड, गुरुतेज
			बहादूर नगर, मुंबई ४०० ०२२.
१११	राजेश हरिश्चंद्र कोळी	सुरक्षा रक्षक	
११२	विकास तानाजी दर्डे	सुरक्षा रक्षक	
११३	रमेश गोपाळ सुर्वे	सुरक्षा रक्षक	
११४	मारुती सहदेव पवार	सुरक्षा रक्षक	
११५	पतंगराव कोंडीबा जाधव	सुरक्षा रक्षक	
११६	भाऊराव नेसारकर	सुरक्षा रक्षक	
११७	संजय राजाराम मोरे	सुरक्षा रक्षक	
११८	रितेशचंद्र हरिश्चंद्र दवारे	सुरक्षा रक्षक	
११९	बाबासाहेब दशरथ कराडे	सुरक्षा पर्यवेक्षक	
१२०	पंकज नथुराम पाटील	सुरक्षा रक्षक	
१२१	शशिकला के.	सुरक्षा रक्षक	
१२२	अनुष्का अशोक पिंगळे	सुरक्षा रक्षक	
१२३	दत्तात्रय नाना चौगुले	सुरक्षा रक्षक	मे. इन्फिनीटी रिटेल लि. (क्रोमा),
			ठाणे द्वारा आर. मॉल, घोडबंदर रोड,
			ठाणे (पश्चिम) ४०० ६०७.
१२४	अरुण अर्जुन पुंडकर	सुरक्षा रक्षक	
१२५	रोशनकुमार सुंदर झा	सुरक्षा रक्षक	
१२६	दत्तात्रय मारुती जाधव	सुरक्षा रक्षक	
१२७	बालाजी नामदेव पवार	सुरक्षा रक्षक	
१२८	डी. डी. नांदिवडेकर	सुरक्षा रक्षक	
१२९	दिपक प्रताप कदम	सुरक्षा रक्षक	मे. इन्फिनीटी रिटेल लि. (क्रोमा),
			वाशी द्वारा सेंटर वन मॉल, तळमजला,
			युनिट नं. जी-२३/२४/२५, प्लॉट नं. ३३,
			सेक्टर नं. ३०-ए, वाशी, नवी मुंबई ४०० ६०५.
१३०	अरविंद रमेश सिंग	सुरक्षा रक्षक	
१३१	राकेश बाबानाथ उपाध्याय	सुरक्षा रक्षक	
१३२	अशोकराम गाजीराम आहुजी	सुरक्षा रक्षक	
१३३	शिवबिहारी माकोईलाल यादव	सुरक्षा रक्षक	मे. इन्फिनीटी रिटेल लि. (क्रोमा),
			मालाड द्वारा पाल्म स्प्रिंग सेंटर, तळमजला,
			मालाड लिंक रोड, मालाड (पश्चिम),
			मुंबई ४०० ०६४.
१३४	सोनुलाल मुनेश्वर यादव	सुरक्षा रक्षक	

(१)	(२)	(ξ)	(8)
१३५	ओंकारनाथ केशवनाथ तिवारी	सुरक्षा रक्षक	मे. इन्फिनीटी रिटेल लि. (क्रोमा),
			मालाड द्वारा पाल्म स्प्रिंग सेंटर, तळमजला,
			मालाड लिंक रोड, मालाड (पश्चिम),
			मुंबई ४०० ०६४.
१३६	मुकेशकुमार अर्जुन मिश्रा	सुरक्षा रक्षक	
१३७	विकास नरेश्वर पागधरे	सुरक्षा रक्षक	
१३८	मुकेश खुशीलाल सिंग	सुरक्षा रक्षक	
१३९	जितेंद्र राजनारायण मिश्रा	सुरक्षा रक्षक	मे. इन्फिनीटी रिटेल लि. (क्रोमा),
			अंधेरी इन्फिनीटी रिटेल लि., २०२-२०३,
			आकृती सेंटर पॉइंट, एमआयडीसी,
			अंधेरी (पूर्व), मुंबई ४०० ०९३.
१४०	बबन चंद्रकांत जाधव	सुरक्षा रक्षक	
१४१	मुकेशकुमार शिवजी सिंग	सुरक्षा रक्षक	
१४२	शिवानी सागवेकर	सुरक्षा रक्षक	मे. इन्फिनीटी रिटेल लि. (क्रोमा),
			दहिसर द्वारा ठाकूर शॉपींग मॉल,
			१ला मजला, वेस्टर्न एक्स्प्रेस हायवे,
			दहिसर, मुंबई ४०० ०८९.
१४३	ललित फुलकांत झा	सुरक्षा रक्षक	
१४४	अशोककुमार तिवारी	सुरक्षा पर्यवेक्षक	
१४५	संजयकुमार परमानंद सिंग	सुरक्षा रक्षक	
१४६	अजयकुमार समर सिंग	सुरक्षा रक्षक	
१४७	दिलीप हेमंत राणे	सुरक्षा रक्षक	
१४८	विश्वमोहन गंगाधर झा	सुरक्षा रक्षक	
१४९	संतोषकुमार उग्रनारायण झा	सुरक्षा रक्षक	
१५०	अमित शशी रे	सुरक्षा रक्षक	
१५१	अनिता भरत बुटेकर	सुरक्षा रक्षक	मे. इन्फिनीटी रिटेल लि. (क्रोमा),
			गोरेगाव द्वारा युनिट नं. एफ-२५, पहिला मजला,
			ओबेरॉय मॉल प्रा. लि., वेस्टर्न एक्स्प्रेस
			हायवेसमोर, गोरेगाव (पश्चिम), मुंबई ४०० ०६३.
१५२	रंजना मनोज भारांबे	सुरक्षा रक्षक	
१५३	कन्हैया का लिकांत झा	सुरक्षा रक्षक	
१५४	चर्तुसिंग प्रकाश जगताप	सुरक्षा पर्यवेक्षक	
१५५	सुधीर राजकुमार झा	सुरक्षा रक्षक	
१५६	गुलाब तृप्तनारायण झा	सुरक्षा रक्षक	
१५७	कृपाशंकर विश्वनाथ जैस्वाल	सुरक्षा रक्षक	मे. एक्सेंचर सर्व्हिसेस प्रा. लि.,
	•	•	युनिट नं. पी. ८०१, ८वा मजला,
			बिल्डिंग नं. ४, इन्फिनीटी पार्क, दिंडोशी,
			मालाड (पूर्व), मुंबई
१५८	गुलाम वारीस मोहम्मद हसन शेख	सुरक्षा रक्षक	
१५९	सुभाषचंद्र वैकुंठ झा	सुरक्षा रक्षक	
१६०	रायसाहेब तिलकधारी सिंग	सुरक्षा रक्षक	
१६१	नितीन महादेव नलावडे	सुरक्षा रक्षक	

(१)	(3)	(\$)	(8)
१६२	सच्चिदानंद नवलिकशोर सिंग	सुरक्षा रक्षक	मे. एक्सेंचर सर्व्हिसेस प्रा. लि., युनिट नं. पी. ८०१, ८वा मजला, बिल्डींग नं. ४, इन्फिनीटी पार्क, दिंडोशी, मालाड (पूर्व), मुंबई
१६३	मनोजकुमार सभाजित मिश्रा	אנו וופנונ	शन्कताटा पाक, पिष्ठारा, माणाङ (पूर्व), मुषर
	अरुण मारुती बोरगावकर	सुरक्षा रक्षक	
१६४	प्रदिप मनोहर सैल	सुरक्षा रक्षक	
१६५		सुरक्षा रक्षक	
१६६	प्रकाश पुनाजी लेंबरकर	सुरक्षा रक्षक	
१६७	राजेश राधेशाम राय	सुरक्षा रक्षक	
१६८	भगवान खांडेराव आंबोरे	सुरक्षा रक्षक	
१६९	सत्यदेव यादव	सुरक्षा रक्षक	
१७०	प्रदिप भोगल	सुरक्षा रक्षक	
१७१	चंद्रकांत मारुती मोरे	सुरक्षा रक्षक	
१७२	निवृत्ती पांडुरंग असबे	सुरक्षा रक्षक	
१७३	दिलीप भांजी चावडा	सुरक्षा रक्षक	
१७४	शाहिद हुसेन खान	सुरक्षा रक्षक	
१७५	गौतम सखाराम गरुड	सुरक्षा रक्षक	
१७६	जगदिश धर्मा बुतडीया	सुरक्षा रक्षक	
७७१	सुरेश आनंदा वाघमारे	सुरक्षा रक्षक	
८७८	जय मुरलीधर दुबे	सुरक्षा रक्षक	
१७९	सुनिल सुभाष चाळके	सुरक्षा रक्षक	
१८०	लक्ष्मण शिवा परब	सुरक्षा रक्षक	
१८१	सुभाष आत्माराम शिंदे	सुरक्षा रक्षक	
१८२	मारुती सहदेव जामदार	सुरक्षा रक्षक	
१८३	आनंद दत्ताराम राऊत	सुरक्षा रक्षक	
१८४	चंद्रकांत गंगाराम सोंडलकर	सुरक्षा रक्षक	
१८५	ब्रिजेशकुमार राधेश्याम शर्मा	सुरक्षा रक्षक	
१८६	रविंद्र रघुनाथ पंडागळे	सुरक्षा रक्षक	
१८७	संगिता किशोर अडुरकर	सुरक्षा रक्षक	
१८८	शशिकला धाकु लांबर	सुरक्षा रक्षक	
१८९	अनुजा दळवी	सुरक्षा रक्षक	
१९०	फर्जाना शेख	सुरक्षा रक्षक	
१९१	ऊर्मिला रामचंद्र भुतडीया	सुरक्षा रक्षक	
१९२	गंगाराम देवरुखकर	सुरक्षा रक्षक	मे. एशियन हार्ट हॉस्पिटल, जी/एन ब्लॉक,
		, and the second	बांद्रा-कुर्ला कॉम्प्लेक्स, बांद्रा (पूर्व),
			मुंबई ४०० ०५१.
१९३	सोमनाथ माधव घुगे	सुरक्षा रक्षक	
१९४	नजानंदकुमार कमलेश सिंग	सुरक्षा रक्षक	

(१)	(3)	(\$)	(8)
१९५	ब्रजभान संतोष रजक	सुरक्षा रक्षक	मे. एशियन हार्ट हॉस्पिटल, जी/एन ब्लॉक,
			बांद्रा-कुर्ला कॉम्पलेक्स, बांद्रा (पूर्व),
			मुंबई ४०० ०५१.
१९६	सचिन सुनिल खराडे	सुरक्षा रक्षक	
१९७	मारुती सायबाराव जाधव	सुरक्षा रक्षक	
१९८	गणेश सिताराम काचले	सुरक्षा रक्षक	
१९९	लक्ष्मण झा	सुरक्षा रक्षक	
२००	कमलेश ज्योती सिंग	सुरक्षा रक्षक	
२०१	विनयकुमार श्रीहरी दुबे	सुरक्षा रक्षक	
२०२	मयुर मोहन साबळे	सुरक्षा रक्षक	
२०३	संगिता पांडे	सुरक्षा रक्षक	
२०४	अभिजीत विजय पेडणेकर	सुरक्षा रक्षक	
२०५	दालचंद हिरामण महातो	सुरक्षा रक्षक	
२०६	संदिप दत्तात्रय तरळकर	सुरक्षा रक्षक	मे. विलिस प्रोसेसिंग सर्व्हिसेस (इंडिया) प्रा. लि.,
			टॉवर ए, ९ वा मजला, एल ॲन्ड टी बिझनेस पार्क,
			साकी विहार रोड, पवई, मुंबई ४०० ०७२.
२०७	दिपक भागवत हटकर	सुरक्षा रक्षक	
२०८	रेश्मा दयानंद पंडागळे	सुरक्षा रक्षक	
२०९	जया संतोष काळे	सुरक्षा रक्षक	
२१०	रविकुमार रत्नेशकुमार सिंग	सुरक्षा रक्षक	
२११	रमाकांत लालमणी यादव	सुरक्षा रक्षक	
२१२	राजीव प्रल्हाद चौधरी	सुरक्षा पर्यवेक्षक	
२१३	संजय नारायण मोरये	सुरक्षा रक्षक	
२१४	प्रसाद राजपद उदयभान	सुरक्षा रक्षक	मे. नोमुरा सर्व्हिसेस (इंडिया) प्रा. लि.,
			१० वा मजला, नोमुरा, हिरानंदानी बिझनेस
			पार्क, पवई, मुंबई ४०० ०७६.
२१५	अवदेशकुमार जोगीलाल जैस्वाल	सुरक्षा रक्षक	
२१६	अनिल सीताराम बर्वे	सुरक्षा रक्षक	
२१७	राजेंद्र राजदेव पांडे	सुरक्षा रक्षक	
२१८	किरण रावसाहेब उमप	सुरक्षा रक्षक	
२१९	संदेश दत्ताराम उटेकर	सुरक्षा रक्षक	
220	प्रविण गंभीर सोनावणे	सुरक्षा रक्षक	
२२१	अनिल मारुती रेडेकर	सुरक्षा रक्षक	
222	मच्छिंद्रनाथ विजय पेडणेकर	सुरक्षा रक्षक	
२२३	लक्ष्मण चंद्रकांत कलुगडे	सुरक्षा रक्षक	
२२४	मारुती शिवाजी जाधव	सुरक्षा रक्षक	
२२५	संजय शिवशंकर पाठक	सुरक्षा रक्षक	
२२६	विकास जितेंद्र गुप्ता	सुरक्षा रक्षक	

(१)	(7)	(\$)	(8)
२२७	दुर्गेशकुमार धुकु कनोजिया	सुरक्षा रक्षक	मे. नोमुरा सर्व्हिसेस (इंडिया) प्रा. लि., १० वा मजला, नोमुरा, हिरानंदानी बिझनेस पार्क, पवई, मुंबई ४०० ०७६
२२८	संजय उमाशंकर यादव	सुरक्षा रक्षक	—"—
२२ ९	सुनिलकुमार रामगोपाल गौड	सुरक्षा रक्षक	
२३ ०	संदिप सीताराम पवार	सुरक्षा रक्षक	
२३१	चिंतामणी विजय परब	सुरक्षा रक्षक	
, , , ,	मुकेशकुमार शुभरग्यान झा	सुरक्षा रक्षक	
733	नितीन अशोक चव्हाण	सुरक्षा रक्षक	
738	गणेश मुन्ना यादव	सुरक्षा रक्षक	
२३५	श्याम रमेश साळवे	सुरक्षा रक्षक	
२३६	नरेश महादेव इतापे	सुरक्षा रक्षक	
7 3 9	संदेश मोहन चव्हाण	सुरक्षा रक्षक	
२३८	पिंटुकुमार कन्हैयालाल वर्मा	सुरक्षा रक्षक	
२३९	संजय मोनिंद्रा रॉय	सुरक्षा रक्षक	
580	सुनिल मारुती मोरे	सुरक्षा रक्षक	
२४१	संजय गुरव	सुरक्षा रक्षक	
787	संतोष बबन साळुंखे	सुरक्षा रक्षक	
783	अरविंद रमेश सिंग	सुरक्षा रक्षक	
788	किशोर संपत उगाळे	सुरक्षा रक्षक	
२४५	दिपक महादेव लाड	सुरक्षा रक्षक	
२४६	दयानंद श्रीपती जाधव	सुरक्षा रक्षक	
789	संतोष गणपत जोगळे	सुरक्षा रक्षक	
२४८	सीताराम महादेव होजागे	सुरक्षा रक्षक	
78°S	मुकेश आनंदा झा	सुरक्षा रक्षक	
70 s	डी. हडकर	-	
74 <i>0</i> 74 <i>8</i>	कृष्णकुमार नायकप्रसाद नोनिया	सुरक्षा रक्षक	
74 <i>7</i> 74 <i>7</i>	अनिल रामनाथ शर्मा	सुरक्षा रक्षक सुरक्षा रक्षक	
२५३	अनिल रामचंद्र जांभळे	सुरक्षा रक्षक	
२५४	देविदास जालम हटकर	सुरक्षा रक्षक	
२५५	तेजस मधुकर लोखंडे	सुरक्षा रक्षक	
२५६	अशोक पांचाळ	सुरक्षा रक्षक	
२५७	बाला महाजीराम थोरात	सुरक्षा रक्षक	
२५८	संतोष गुणाजी दरडे	सुरक्षा रक्षक	
74C 749	राजु दशरथ ठाकुर	सुरक्षा रक्षक	
795 760	सहदेव तेलंग	सुरक्षा रक्षक	
२६१	सुहास सावंत	सुरक्षा रक्षक	
२६२	र्तुहास सावता रविंद्र सुरेश अढाव	सुरक्षा रक्षक	
797	रात्रप्र पुरश जावान	तुरका रक्षभ	

(१)	(3)	(\$)	(8)
२६३	गणेश पांडुरंग चव्हाण	सुरक्षा रक्षक	मे. नोमुरा सर्व्हिसेस (इंडिया) प्रा. लि.,
			१० वा मजला, नोमुरा, हिरानंदानी बिझनेस
			पार्क, पवई, मुंबई ४०० ०७६
२६४	श्रीकांत विश्वनाथ जाधव	सुरक्षा रक्षक	
२६५	पांडुरंग दादु शेजवळ	सुरक्षा रक्षक	
२६६	अमोल शिवाजी सोनावणे	सुरक्षा रक्षक	
२६७	गजेंद्र अंबर शिर्के	सुरक्षा रक्षक	
२६८	सुभाष सदाशिव बागवे	सुरक्षा रक्षक	
२६९	रामचंद्र भानु गुरव	सुरक्षा रक्षक	
२७०	गणेश चंद्रकांत ठाकुर	सुरक्षा रक्षक	
२७१	राजेश गणपत झेंडे	सुरक्षा रक्षक	
२७२	बिजेंद्रपाल सिंग गजपाल नेगी	सुरक्षा रक्षक	
२७३	महेश महादेव बिरवडकर	सुरक्षा रक्षक	
२७४	ओमप्रकाश समरबहादुर कनोजिया	सुरक्षा रक्षक	
२७५	कामेश्वर मेवालाल यादव	सुरक्षा रक्षक	
२७६	श्रीराम भिमसिंग शेवगण	सुरक्षा रक्षक	
२७७	कालेक्तर विक्रमजित तिवारी	सुरक्षा रक्षक	
२७८	संकल्प सदानंद भोईर	सुरक्षा रक्षक	
२७९	संतोष विजयशंकर पाल	सुरक्षा रक्षक	
२८०	संजया प्यारेलाल पाठक	सुरक्षा रक्षक	
२८१	राजेंद्र दत्ताराम सावंत	सुरक्षा रक्षक	
२८२	शशीकांत जयराम चौधरी	सुरक्षा रक्षक	
२८३	नितीन नारायण पोलेकर	सुरक्षा रक्षक	
१८४	सुनिल नंदकुमार मिश्रा	सुरक्षा रक्षक	
२८५	विलास साहेबराव भिसे	सुरक्षा रक्षक	
२८६	मिलिंद पानवेकर	सुरक्षा रक्षक	
२८७	सुवैक दिनकर सोनावणे	सुरक्षा रक्षक	
२८८	एकनाथ तुकाराम आलिम	सुरक्षा रक्षक	
२८९	संजय बद्री सिंग	सुरक्षा रक्षक	
290	सचिन श्यामराव कांबळे	सुरक्षा रक्षक	
२९१	योगेश चंद्रकांत विभुते	सुरक्षा रक्षक	
2 97	सदांशिव भिमराव मोहिते	सुरक्षा रक्षक	
२९३	हनमंत विठोबा सपकाळ	सुरक्षा रक्षक	
२९४	भगवान शिवदास पाटील	सुरक्षा रक्षक	
२९५	संतोष बाळु कांबळे	सुरक्षा रक्षक	
२९६	मिलिंद नारायण कांडलगावकर	सुरक्षा रक्षक	
२९७	संजय दादाभाऊ मोरे	सुरक्षा रक्षक	
२९८	अजय चंद्रकांत शिंदे	सुरक्षा रक्षक	

(१)	(२)	(\$)	(8)
299	अरविंद शिवाजी नरवडे	सुरक्षा रक्षक	मे. नोमुरा सर्व्हिसेस (इंडिया) प्रा. लि.,
			१० वा मजला, नोमुरा, हिरानंदानी बिझनेस
			पार्क, पवई, मुंबई ४०० ०७६
३००	संतोष मारुती मोरे	सुरक्षा रक्षक	
३०१	मुलचंद बन्सीलाल मोर्या	सुरक्षा रक्षक	
३०२	बाबूराव आनंदा पवार	सुरक्षा रक्षक	
३०३	सुरेश लक्ष्मण पानगळे	सुरक्षा रक्षक	
४०६	तानाजी राजाराम भगत	सुरक्षा रक्षक	
३०५	क्रिष्णा जोतीराम चव्हाण	सुरक्षा रक्षक	
३०६	सुशांत सुरेश चव्हाण	सुरक्षा रक्षक	
३०७	विलास बाळू उतेकर	सुरक्षा रक्षक	
३०८	सुमित शरद राऊत	सुरक्षा रक्षक	
३०९	जनार्धन गंगाराम गावडे	सुरक्षा रक्षक	
३१०	विनोद लक्ष्मण वारंग	सुरक्षा रक्षक	
३११	निवास विठ्ठल पवार	सुरक्षा रक्षक	
३१२	नामदेव तुकाराम कुंडे	सुरक्षा रक्षक	
३१३	चंद्रकांत हरी देवकुळे	सुरक्षा रक्षक	
३१४	राजेश लक्ष्मण मेठकर	सुरक्षा रक्षक	
३१५	बाळु भाऊ चौधरी	सुरक्षा रक्षक	
३१६	दिगंबर मदन अहिरे	सुरक्षा रक्षक	
३१७	राजाराम अण्णाप्पा एैवले	सुरक्षा रक्षक	
३१८	दिगंबर तुकाराम चौघुले	सुरक्षा रक्षक	
३१९	संजर हृदयनारायण यादव	सुरक्षा रक्षक	
३२०	प्रविण सिध्दार्थ पवार	सुरक्षा रक्षक	
३२१	दत्तात्रय प्रभाकर सडकल	सुरक्षा रक्षक	
३२२	जितेंद्रनाथ दिवाकर चौबे	सुरक्षा रक्षक	
३२३	डिपीनकुमार राम सिंग	सुरक्षा रक्षक	
३२४	सतिश मुरलीधर कसबे	सुरक्षा रक्षक	
३२५	राजन बाळकृष्ण कदम	सुरक्षा रक्षक	
३२६	शिवाजी लक्ष्मण सकपाळ	सुरक्षा रक्षक	
३२७	प्रकाश धुमाळ	सुरक्षा रक्षक	
३२८	सुंदर वसंत देऊलकर	सुरक्षा रक्षक	
३२९	प्रमोद उतेकर	सुरक्षा रक्षक	
330	नवनाथ मुकुंद लिहिनार	सुरक्षा रक्षक	
३३१	विनायक महेंद्र जाधव	सुरक्षा रक्षक	
३३२	सुरेश चिमण ठाकूर	सुरक्षा रक्षक	

(१)	(7)	(\$)	(8)
३ ३३	अनिल अनंत सिंग	सुरक्षा रक्षक	मे. रिलायंस नेक्स्ट लिंक प्रा. लि., डि-ब्लॉक, पहिला मजला, धिरुभाई अंबानी, नॉलेज सिटी, ठाणे-बेलापुर रोड, कोपरखैरणे, नवी मुंबई-४०० ७१०.
338	अशोक गोपाळ घाटे	सुरक्षा रक्षक	
३३५	बाबा श्रीधर लांडगे	सुरक्षा रक्षक	
३३६	बाबासाहेब विठ्ठल जाधव	सुरक्षा रक्षक	
३३७	बजरंग मुंगाराम लाल	सुरक्षा रक्षक	
33८	बिमल बुधा बुरुंग	सुरक्षा रक्षक	
३३९	दशरथ भिकु तटकरे	सुरक्षा रक्षक	
३४०	दत्तु मनोहर मोरे	सुरक्षा रक्षक	
३४१	दयाकांत गुनानंद मिश्रा	सुरक्षा रक्षक	
३४२	धन लालबहादुर रॉय	सुरक्षा रक्षक	
३४३	धनराज दिनकर मुंगळे	सुरक्षा रक्षक	
३४४	ध्यानबहादुर सुखबहादुर राय	सुरक्षा रक्षक	
३४५	एकनाथ दत्तु गायकवाड	सुरक्षा रक्षक	
३४६	गुपेंद्र प्रल्हाद सिंग	सुरक्षा रक्षक	
३४७	गुरुदेव दलबीर सिंग	सुरक्षा रक्षक	
১ ४६	हरीशंकर कुलदिपसिंग	सुरक्षा रक्षक	
३४९	हरनाम मेंघा सिंग	सुरक्षा रक्षक	
३५०	हजारा गुरबाक्स सिंग	सुरक्षा रक्षक	
३५१	जगत नारायण सिंग	सुरक्षा रक्षक	
३५२	जसवीर लछमन सिंग	सुरक्षा रक्षक	
३५३	जयनारायण जातुली पांडे	सुरक्षा रक्षक	
३५४	किरण बाबू गुरुम	सुरक्षा रक्षक	
३५५	किशन रंगराव बेंडगळे	सुरक्षा रक्षक	
३५६	किशोरीलाल रामचंद्र शर्मा	सुरक्षा रक्षक	
३५७	क्रिष्णा धन थापा	सुरक्षा रक्षक	
३५८	क्रिष्ण देवलखन सिंग	सुरक्षा रक्षक	
३५९	ललितमोहन हिंमतमौरा सिंग	सुरक्षा रक्षक	
३६०	मारुती भाईरली अंबुलकर	सुरक्षा रक्षक	
३६१	मिलन देवप्रसाद राय	सुरक्षा रक्षक	
३६२	पाल बाबाराम सिंग	सुरक्षा रक्षक	
३६३	पेमेटशेरींग टपुरना तमंग	सुरक्षा रक्षक	
३६४	पुर्णचंद मोती राजन	सुरक्षा रक्षक	
३६५	राधेश्याम रजत सिंग	सुरक्षा रक्षक	
३६६	राजु बाळु हैबत्ती	सुरक्षा रक्षक	
३६७	रामसरे महंत यादव	सुरक्षा रक्षक	

(१)	(5)	(ξ)	(8)
३६८	राम गोरुराम अवतार	सुरक्षा रक्षक	मे. रिलायंस नेक्स्ट लिंक प्रा. लि.,
			डी-ब्लॉक, पहिला मजला, धिरुभाई अंबानी
			नॉलेज सिटी, ठाणे, बेलापुर रोड, कोपरखैरणे, नवी मुंबई ४०० ७१०.
350	गंकरकामा मान्यामी चित्र	TITOII TOIGE	कापरखरण, नवा मुबइ ४०० ७२०.
3 <i>E</i> 9	संकटकुमार सुरजमणी सिन्हा संजीव दुरुशत्तम नाईक	सुरक्षा रक्षक	
300 3108	स्वर्णजीत गुरमील सिंग	सुरक्षा रक्षक	
३७१ ३७२	शंकर निवृत्ती पालवे	सुरक्षा रक्षक	
३७३	शिवाजी भैरु शिरसागर	सुरक्षा रक्षक सुरक्षा रक्षक	
३७४	सुरेश मारुती वांद्रे	सुरक्षा रक्षक	
२७ <i>०</i> ३७५	सुरेशकुमार भवनेश्वर सिंग	सुरक्षा रक्षक	
३७६	तिलक रतन सिंग	सुरक्षा रक्षक	
२७५ ३७७	विलास शंकर पाटील	सुरक्षा रक्षक	
३७८	अमरजीत गुंपेंद्र कुमार	सुरक्षा रक्षक	
३७९	धर्मेंद्र बळीराम पांडे	सुरक्षा रक्षक	
३८०	हेमंत तुकाराम जाधव	सुरक्षा रक्षक	
₹ <u>८</u> १	जरनेल संगत सिंग	सुरक्षा रक्षक	
₹ ८ २	जितेंद्रकुमार गणेश पांडे	सुरक्षा रक्षक	
3 23	लक्ष्मण शिवबचन जाधव	सुरक्षा रक्षक	
३८४	राजनारायण योगेंद्र चोधरी	सुरक्षा रक्षक	
३८५	राजिकशोर रामफल कुमार	सुरक्षा रक्षक	
३८६	सुहास सुरेश देशमुख	सुरक्षा रक्षक	
१८७	बलजीतकौर प्यारा सिंग	पुरक्षा रक्षक	
३८८	कल्पना मनोज खरात	सुरक्षा रक्षक	
३८९	कल्पना राजेश वारे	सुरक्षा रक्षक	
390	परवीन गुलशन बक्षी	सुरक्षा रक्षक	
३९१	समीरा विनोद भिसे	सुरक्षा रक्षक	
३९२	शारदा सुनिल कांबळे	सुरक्षा रक्षक	
३ ९३	सुक्ष्मा संतोष शेलार	सुरक्षा रक्षक	
388	दिफान बहादूर थापा	सुरक्षा रक्षक	
३९५	सत्तेंद्रकुमार चंद्रशेखर सिंग	सुरक्षा रक्षक	
३९६	कमलेश जयराम जैस्वाल	सुरक्षा रक्षक	
३९७	सुनिल चुन्नीलाल दत्त	सुरक्षा रक्षक	
३९८	गगन श्रीराम सिंग	सुरक्षा रक्षक	
399	देशी सुरेश लामा	सुरक्षा रक्षक	
800	अब्दुल वाहीद अब्दुलवारी चौधरी	सुरक्षा रक्षक	
४०१	इकबाल अकबर अली खान	सुरक्षा रक्षक	
४०२	भगर प्रसाद यादव	सुरक्षा रक्षक	
४०३	इलायक उस्मान अली खान मोध	सुरक्षा रक्षक	
४०४	बलराम नानक सिंग	सुरक्षा रक्षक	

अनुसूची-१—समाप्त

(१)	(7)	(ξ)	(8)
४०५	मुकेश कुमार रामग्या सिंग	सुरक्षा रक्षक	मे. रिलायंस नेक्स्ट लिंक प्रा. लि., डि-ब्लॉक, पहिला मजला, धिरुभाई अंबानी नॉलेज सिटी, ठाणे, बेलापुर रोड, कोपरखैरणे, नवी मुंबई-४०० ७१०.
४०६	शंकर महादेव मतले	सुरक्षा रक्षक	
४०७	रमेश नारायण खिल्लारे	सुरक्षा रक्षक	
४०८	विनयकुमार चंद्रशेखर सिंग	सुरक्षा रक्षक	
४०९	मुकरब समदार खान	सुरक्षा रक्षक	
४१०	भगवान प्रसाद होसीला सिंग	सुरक्षा रक्षक	
४११	समृध्दी दिगंबर लब्धे	सुरक्षा रक्षक	
४१२	निखिलचंद लाल मोहन डे	सुरक्षा रक्षक	
४१३	हरपाल अमी चंद	सुरक्षा रक्षक	
४१४	गौर हरी बन्स सिंग	सुरक्षा रक्षक	
४१५	मन बहादुर नरमन थापा	सुरक्षा रक्षक	
४१६	सी प्रल्हाद भट्टाचार्य	सुरक्षा रक्षक	
४१७	सेकुराम रामचंद्र जाधव	सुरक्षा रक्षक	
४१८	सी बापूराव जाधव	सुरक्षा रक्षक	
४१९	ललित तुकाराम नाखरेकर	सुरक्षा रक्षक	
४२०	अमोल हनमंत गाढवे	सुरक्षा रक्षक	
४२१	सुनिल हरीचंद्र पाटील	सुरक्षा रक्षक	
४२२	विष्णु ज्ञानेश्वर चव्हान	सुरक्षा रक्षक	
४२३	संतोख भान सिंग	सुरक्षा रक्षक	
४२४	सुरेश रामीकबाल भेठा	सुरक्षा रक्षक	
४२५	पहावीर विठोबा बनसोडे	सुरक्षा रक्षक	
४२६	पांडुरंग बाळासाहेब होडगे	सुरक्षा रक्षक	
४२७	मंगेश श्रीधर चव्हाण	सुरक्षा रक्षक	
४२८	मुरलीधर सखाराम चव्हाण	सुरक्षा रक्षक	
४२९	रघुबंशी ब्रह्मदेव पाठक	सुरक्षा रक्षक	
४३०	सदांशिव मधुकर दळवी	सुरक्षा रक्षक	
४३१	फुलचंद रामप्रताप यादव	सुरक्षा रक्षक	
४३२	शिवराम जानु पांगळे	सुरक्षा रक्षक	
४३३	वेट्रीव्हेल सिव्हनेसन कल्लार	सुरक्षा रक्षक	
४६४	सुधाकर गंगाराम माल्लुरी	सुरक्षा रक्षक	
४३५	प्रकाश पांडुरंग शिंदे	सुरक्षा रक्षक	
४३६	मोहन महादेच पाटील	सुरक्षा रक्षक	
४३७	संतोष तुकाराम पाटील	सुरक्षा रक्षक	
४३८	विलास गणपती पाटील	सुरक्षा रक्षक	
४३९	प्रशांत प्रकाश जोशी	सुरक्षा रक्षक	

टीप.—महाराष्ट्र शासन या सुरक्षा रक्षकांबाबत कोणत्याही प्रकारची हमी घेत नाही. मुख्य मालक स्वतःच्या जबाबदारीवर सुरक्षा रक्षकांना कामे देऊ शकतात.

अनुसूची-२

मालक एजन्सीने व मुख्य मालकांनी पाळावयाच्या शर्ती

- १. **पोलीस तपासणी.** सुरक्षा रक्षकांच्या तसेच एजन्सीच्या मालकांच्या पूर्वइतिहासाबाबत पोलीस पडताळणी दाखला तसेच एजन्सीकडे केंद्र शासनाच्या खाजगी सुरक्षा एजन्सी (नियमन) कायदा, २००५ अंतर्गत परवाना असणे आवश्यक असेल.
 - २. प्रशिक्षण.— सुरक्षा रक्षकांना नियुक्त करण्यापूर्वी पुरेसे प्रशिक्षण देणे आवश्यक असेल.
 - ३. **शैक्षणिक, शारीरिक आणि इतर पात्रता.—** सुरक्षा रक्षकांची शैक्षणिक व शारीरिक पात्रता पुढीलप्रमाणे असेल :—

किमान शैक्षणिक पात्रता.— इयत्ता ८ वी उत्तीर्ण.

शारीरिक पात्रता.— (अ) (१) उंची - १६२ संं.मी.

- (२) वजन ५० किलो
- (३) छाती न फुगवता ७९ सें.मी.

फुगवून - ८४ सें.मी.

- (४) नजर दृष्टी चष्पा असल्यास, नंबर जास्त नसावा.
- (ब) आदिवासी उमेदवारांना उंचीमध्ये ५ सें.मी. व छातीमध्ये २ सें.मी. ची सवलत देण्यात यावी.
- ४. **लाभ.—** सुरक्षा रक्षकांना पुढील लाभ मिळतील :—
 - (अ) गणवेश प्रत्येक वर्षाला २ जोड.
 - (ब) चामडी बूट प्रत्येक वर्षात १ जोड.
 - (क) पावसाळी व हिवाळी गणवेश— (२ वर्षांतून एकदा) रेनकोट, ट्राऊझर, टोपी, वूलन कोट व पँट.
- ५. वेतन व इतर कायदेशीर सवलती.— सूट दिलेल्या सुरक्षा रक्षकाने राष्ट्रीयकृत बँकेमध्ये आपले खाते उघडावे व मालक एजन्सीने मुख्य मालकाकडे तैनात केलेल्या सुरक्षा रक्षकांच्या देय वेतनाच्या रकमेइतका रेखांकित धनादेश ७ तारखेपर्यंत वैयक्तिकरीत्या सुरक्षा रक्षकास द्यावा. सुरक्षा रक्षकास दिलेल्या वेतनाबाबतचे सविस्तर तपशील नमुना "क" मधील विवरणपत्रामध्ये भरून सुरक्षा रक्षक मंडळास दर मिहन्याच्या १० तारखेपर्यंत पाठवावे. मालक एजन्सीने खाली दर्शविल्याप्रमाणे लाभ सुरक्षा रक्षकांना द्यावेत :—

सानुग्रह अनुदान : वेतनाच्या १० टक्के

उपदान : वेतनाच्या ४ टक्के

भरपगारी रजा : वेतनाच्या ६ टक्के

भरपगारी सुट्टी : वेतनाच्या १ टक्का

सुरक्षा रक्षकांना लागू असलेल्या भविष्यिनर्वाह निधी व कामगार राज्य विमा योजना यांच्या वजाती मालक एजन्सीने परस्पर संबंधित प्राधिकरणाकडे जमा कराव्यात आणि त्यांचे चलन माहितीसाठी मंडळास सादर करावे. मालक एजन्सीने भरणा केलेल्या भविष्यिनर्वाह निधी व कामगार राज्य विमा योजनेच्या वजातीबाबतच्या पावत्या/चलन सुरक्षा रक्षकांना नियमितपणे देऊन त्या संदर्भातील एकत्रित तपशील शासनास, कामगार आयुक्त कार्यालयास व सुरक्षा रक्षक मंडळास प्रत्येक ६ महिन्यांनी सादर करावा, असे न केल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रह करण्यात येईल.

६. **अतिकालिक भत्ता.**— सुरक्षा रक्षकांना मिळणारा अतिकालिक भत्ता हा मंडळाने नोंदीत सुरक्षा रक्षकांसाठी निश्चित केलेल्या वेतन दराच्या दुप्पट दरापेक्षा कमी नसावा, याबाबत संबंधित मुख्य मालकाची अंतिम जबाबदारी राहील.

सुरक्षा रक्षकांना देय वेतन व लाभ देणे मुख्य मालकांची जबाबदारी असून मुख्य मालकाने त्यांच्याकडे तैनात करण्यात आलेल्या सुरक्षा रक्षकांना अधिनियम आणि योजनेतील तरतुर्दींनुसार वेतन व लाभ मिळत आहेत याची खात्री करून घेणे बंधनकारक असेल.

७. **विवरणपत्र सादर करणे.— (अ) त्रैमासिक विवरणपत्र.—**मालक एजन्सीजने सुरक्षा रक्षकांच्या नियुक्तीबाबतचे त्रैमासिक विवरणपत्र प्रत्येक त्रैमासिकाच्या (जानेवारी, एप्रिल, जुलै व ऑक्टोबर महिन्याच्या) पहिल्या आठवड्यात सोबत जोडलेल्या नमुना " अ " मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळास सादर करावे.

- (ब) सहामाही विवरणपत्र.— (१) नियुक्त केलेल्या, नोकरी सोडून गेलेल्या आणि नव्याने भरती केलेल्या सुरक्षा रक्षकांबाबतचे विवरणपत्र दर ६ महिन्यांनी सोबत जोडलेल्या नम्ना " ब " मध्ये शासन, कामगार आयुक्त आणि सुरक्षा रक्षक मंडळ यांना एजन्सीने सादर करावे.
- (२) भविष्यनिर्वाह निधी व राज्य कामगार विमा योजनेची वर्गणी एजन्सीने नियमित भरून संबंधित सुरक्षा रक्षकांना त्यासंबंधी वेळोवेळी पावत्या द्याव्यात व दर सहा महिन्यांत तसे केल्याबाबतचा अहवाल शासनास, कामगार आयुक्त व सुरक्षा रक्षक मंडळास द्यावा.
- (३) यापूर्वीच्या भविष्यनिर्वाह निधीच्या रकमा व राज्य कामगार विमा योजनेची वर्गणी भरल्याबाबतचा पुरावा शासनाकडे सदर अधिसूचना निर्गमित झाल्यापासून तीन महिन्यांच्या आत सादर करावा. अन्यथा संबंधित सुरक्षा रक्षकांना देण्यात आलेली सूट रद्द करण्यात येईल.
- (क) वार्षिक विवरणपत्र.— प्रत्येक मालक एजन्सीने, सनदी लेखापाल यांनी प्रमाणित केलेले वार्षिक विवरणपत्र सोबत जोडलेल्या नमुना "ड" मध्ये दरवर्षी ३० जूनपर्यंत शासनास तसेच मंडळास सादर करावे. ज्यात एजन्सीने भरलेला आयकर, सुरक्षा रक्षकांचा जमा केलेला भविष्य निर्वाह निधी व कामगार राज्य विमा याबाबतच्या चलनाच्या प्रती व इतर तपशील असेल.
- ८. **एजन्सीची व सूटप्राप्त सुरक्षा रक्षकांची मंडळाकडे नोंदणी.** अधिसूचनेच्या दिनांकापासून एक मिहन्याच्या कालावधीत उक्त मंडळाकडे महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १३(२) व १४(३) मधील तरतुदींनुसार एजन्सीजने स्वतःची मालक म्हणून आणि त्यांच्याकडील सूटप्राप्त सुरक्षा रक्षकांची विहित नमुन्यातील अर्ज व शुल्क भरून मंडळात नोंदणी करून घ्यावी.
- ९. **एजन्सीच्या मुख्य मालकांची मंडळाकडे नोंदणी.** सूटप्राप्त सुरक्षा रक्षकांच्या एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने अधिसूचनेच्या दिनांकापासून १५ दिवसांचे आत योजनेच्या खंड १३(१)(अ) अन्वये स्वतःची मंडळात विहित नमुन्यातील अर्ज व शुल्क भरून नोंदणी करून घ्यावी.
- १०. **नोंदणी शुल्क.** एजन्सीने तसेच सूटप्राप्त सुरक्षा रक्षकाने मंडळाकडे नोंदणी करतेवेळी महाराष्ट्र खाजगी सुरक्षा रक्षक (नोकरीचे नियमन व कल्याण) योजना, २००२ च्या खंड १७ मधील तरतुर्दीनुसार मंडळाकडे विहित कालावधीत आवश्यक ते नोंदणी शुल्क भरले पाहिजे.
- ११. **नोंदणीकृत कार्यालय.** एजन्सीचे नोंदणीकृत कार्यालय असावे आणि त्याबाबतची माहिती एजन्सीने शासन, कामगार आयुक्त व मंडळास द्यावी. नोंदणीकृत कार्यालयाचा पत्ता बदलल्यास अथवा एजन्सीच्या नावात बदल झाल्यास १५ दिवसांचे आत बदलाबाबतच्या आवश्यक त्या कागदोपत्री पुराव्यासह शासनास व मंडळास कळवावे, जेणेकरून शासन सुधारित अधिसूचना जारी करील. सुधारित अधिसूचना जारी झाल्यानंतर मंडळ झालेल्या बदलांची नोंद घेईल.
- १२. **सुरक्षा रक्षकांची नियुक्ती.** उक्त मंडळाकडे ज्या मुख्य मालकांची नोंदणी झाली आहे आणि/किंवा जे उक्त मुख्य मालक मंडळाच्या सुरक्षा रक्षकांच्या सेवेचा लाभ घेत आहेत अशा मुख्य मालकांकडे एजन्सी त्यांचेकडील सुरक्षा रक्षक नेमणार नाही. अशा प्रकारे सुरक्षा रक्षक नेमल्यास मालक एजन्सीला जबाबदार धरून दिलेली सूट रद्द करण्यात येईल.
- १३. **ओळखपत्र व हजेरी कार्ड देणे.—** खाजगी सुरक्षा रक्षक एजन्सी त्यांचेकडील सुरक्षा रक्षकांना व अधिकाऱ्यांना नियुक्त केल्यापासून ३० दिवसांच्या आत ओळखपत्र व हजेरीकार्ड देईल.
- १४. **कायदेशीर देणी अदा करणे.** सुरक्षा रक्षक ज्यावेळी एजन्सीची नोकरी सोडतील, त्यावेळी त्यांना देय असलेली सर्व कायदेशीर देणी (उपदान व इतर कायदेशीर देणी) एजन्सीने अदा करून त्याबाबत झालेल्या व्यवहारांच्या प्रती मंडळाकडे सादर करणे एजन्सीला बंधनकारक राहील.
- १५. **एकावेळी एकाच मुख्य मालकाकडे नोकरी.—** सुरक्षा रक्षक एकावेळी एकापेक्षा अधिक मुख्य मालकाकडे काम करणार नाही. याबाबत प्रत्येक सुरक्षा रक्षक एजन्सीने खात्री करून घेतली पाहिजे.
- १६. एखाद्या सुरक्षा रक्षकास त्याच्या निवासस्थानापासून ५० कि.मी. पेक्षा अधिक अंतरावर काम करण्यासाठी पाठविल्यास मालक एजन्सीने त्याच्या एकूण वेतनाच्या २० टक्के रक्कम त्याला भत्ता म्हणून द्यावी.
- १७. सुरक्षा रक्षकांच्या फायद्यांसंदर्भात शासनाने किंवा मंडळाने भिवष्यकाळात घातलेल्या अटी व शर्तींचे पालन करणे एजन्सीला, तसेच मुख्य मालकाला बंधनकारक राहील.
- १८. मालक एजन्सीने त्यांच्या सुरक्षा रक्षकांना सूट प्राप्त झाल्यानंतर, सुरक्षा रक्षकांच्या वेतनाच्या ३ टक्के एवढी लेव्ही दरमहा १० तारखेपर्यंत मंडळास देय राहील. सदर लेव्ही अधिसूचना निर्गमित झाल्याच्या दिनांकापासून १ महिन्याच्या आत मंडळाकडे जमा करणे अनिवार्य राहील.

मंडळाने विनिर्दिष्ट केलेल्या कालमर्यादेत लेव्हीची रक्कम भरण्यात जे नियोक्ता अभिकरण सातत्याने कसूर करील ते नियोक्ता अभिकरण मंडळाने भरणा करण्यास निर्धारित केलेल्या रकमेच्या १० टक्क्यांहून अधिक असणार नाही इतका अधिभार दंडाच्या रूपाने मंडळाकडे भरील.

- १९. मालक एजन्सीमार्फत सुरक्षा रक्षक नियुक्त करणाऱ्या मुख्य मालकाने करार संपुष्टात आल्यानंतर वा इतर कोणत्याही कारणामुळे सुरक्षा रक्षकांची सेवा घेणे बंद केले असल्यास सेवा खंडीत केल्याच्या दिनांकापासून ७ दिवसांच्या आत अशा मुख्य मालकाची व तेथून कमी केलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास सादर करील. अशा मुख्य मालकाची अधिसूचनेनुसार घेतलेली मंडळातील नोंदणी रद्द होईल. तसेच मालक एजन्सीकडून नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नावे व तपशील मालक एजन्सी मंडळास व नजीकच्या पोलीस ठाण्यास ७ दिवसांच्या आत सादर करील. अशाप्रकारे नोकरी सोडून गेलेल्या सुरक्षा रक्षकांची नोंदणी मंडळ रद्द करील.
- २०. मुख्य मालकाकडून सुरक्षा रक्षकांच्या कामाच्या मोबदल्यापोटी एजन्सीकडे जमा होणाऱ्या रकमेपैकी, मंडळाने सुरक्षा रक्षकांच्या वेतनापोटी निश्चित केलेली रक्कम तसेच सर्व वैधानिक रकमा जसे भविष्य निर्वाह निधी, कामगार राज्य विमा योजना, बोनस प्रदान, रजा वेतन, राष्ट्रीय सुट्ट्यांचे वेतन यांसाठी विनियमित केले जाईल निदान इतकी रक्कम किंवा मुख्य मालकाने एजन्सीला अदा केलेल्या रकमेच्या ५६ टक्के इतकी रक्कम किंवा यापैकी जी अधिक असेल ती सुरक्षा रक्षक एजन्सीनी सुरक्षा रक्षकांना अदा करणे आवश्यक आहे.
- २१. सुरक्षा रक्षकांना साप्ताहिक सुट्टी उपभोगण्याकरिता कार्यमुक्त करणाऱ्या सुरक्षा रक्षकांचे वेतन मुख्य मालक एजन्सीला अदा करील. हे वेतन यथा प्रमाण पद्धतीवर आधारित असेल व ही रक्कम मूळ वेतनाच्या १० टक्के अथवा जी अधिक असेल इतकी असेल.
- २२. सुरक्षा रक्षक मंडळामध्ये जमा करावयाची लेव्ही, सुरक्षा रक्षकांच्या प्रशिक्षणासाठीचा खर्च, देखरेखीवरील खर्च, तसेच एजन्सीचा प्रशासकीय खर्च व नफा या सर्व गोष्टींचा खर्च हा मुख्य मालकाने एजन्सीकडे जमा केलेल्या एकुण रकमेच्या ३० टक्के रकमेपेक्षा जास्त नसावा.
- २३. उपरोक्त अनिवार्य लादलेल्या खर्चावर नियमानुसार सेवाकर आकारला जाईल व सेवाकर त्या त्या वेळी अंमलात असलेल्या दरानुसार असेल.
 - २४. या व्यतिरिक्त सुरक्षा रक्षकांना गणवेश दिला जाईल व त्यासाठी ४ टक्के रक्कम दरवर्षी राखीव ठेवण्यात येईल.
 - २५. सुरक्षा रक्षकांना त्यांचे वेतन पुढील महिन्याच्या सात तारखेपर्यंत देण्यात यावे.

वरीलपैकी कोणत्याही शर्तींचे मालक एजन्सीने उल्लंघन केल्यास त्यांना देण्यात आलेली सूट रद्द करण्यात येईल किंवा काढून टाकण्यात येईल.

अटी, शर्ती व नियमांचे तंतोतंत पालन होण्याबाबतची जबाबदारी मुख्य मालकाची असेल. अधिसूचनेतील तरतुदीनुसार सुरक्षा रक्षकांना एजन्सीने फायदे दिले नसल्यास सुट प्राप्त सुरक्षा रक्षकांना सदर फायदे देण्याची जबाबदारी मुख्य मालकाची असेल.

नमुना 'अ'

सुरक्षा रक्षक एजन्सीने सादर करावयाचे त्रैमासिक विवरणपत्र

महिन्यांचे त्रैमासिक विवरणपत्र : दिनांक :

जानेवारी-मार्च,

एप्रिल-जून,

जुलै-सप्टेंबर,

ऑक्टोबर-डिसेंबर.

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अनु-	मुख्य मालकाचे नाव	सुरक्षा रक्षकांच्या	सुरक्षा रक्षकांचे
क्रमांक	व पत्ता	नियुक्तीचे ठिकाण	नाव व वर्ग
(१)	(7)	(ξ)	(8)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

नमुना ' ब ' सुरक्षा रक्षक एजन्सीने सादर करावयाचे सहामाही विवरणपत्र

विवरणपत्राचा कालावधी : जानेवारी ते जून/जुलै ते डिसेंबर दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक :

अ. क्र.	मुख्य मालकाचे नाव	नियुक्त केलेल्या	सुरक्षा रक्षक	नव्याने भरती
	व पत्ता	सुरक्षा रक्षकांची	एजन्सी सोडून	झालेल्या सुरक्षा
		वर्गनिहाय एकूण	गेलेल्या सुरक्षा	रक्षकांची
		संख्या	रक्षकांची वर्गनिहाय	वर्गनिहाय
			संख्या	संख्या
(१)	(5)	(\$)	(8)	(५)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

नमुना 'क'

एजन्सीने वेतन प्रदानाबाबत सुरक्षा रक्षक मंडळास सादर करावयाचे विवरणपत्र

वेतन प्रदानाचा महिना :

मुख्य मालकाचे नाव व पत्ता :

बँकेचे नाव (शाखा व पत्ता):

 अनु-	सुरक्षा रक्षकाचे नाव	धनादेश क्रमांक	रक्कम
क्रमांक		व दिनांक	
(१)	(२)	(ξ)	(8)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

नमुना ' ड '

सुरक्षा रक्षक एजन्सीने सादर करावयाचे वार्षिक विवरणपत्र

वार्षिक विवरणपत्राचे आर्थिक वर्ष : दिनांक :

एजन्सीचे नाव व पत्ता :

अधिसूचना क्रमांक व दिनांक :

एजन्सीचा मंडळातील नोंदणी क्रमांक:

अ. क्र.	महिने	नियुक्त केलेल्या	सुरक्षा रक्षकांना	भविष्य निर्वाह	मंडळाकडे जमा
	(एप्रिल ते	सुरक्षा रक्षकांची	अदा केलेले	निधी ज्यावर	केलेली ३ टक्के
	मार्च)	संख्या	एकूण वेतन	कपात केली आहे	लेव्ही रक्कम
				असे वेतन	
(१)	(7)	(ξ)	(8)	(५)	(ξ)

प्राधिकृत स्वाक्षरीकर्ता,

(नाव व हुद्दा).

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

ना. द. थोरवे,

कार्यासन अधिकारी.

In pursuance of clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. SGA. 2014/CR-116/Lab-5, dated the 4th March 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

A. G. ASWALE, Joint Secretary (Labour) to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Mantralaya, Mumbai 400 032, dated the 28th February 2014

NOTIFICATION

Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981.

No. SGA.2014/CR-116/Lab-5.— Whereas, certain Security Guards whose names are mentioned in column (2) of Schedule I appended hereto (hereinafter referred to as "the said Security Guards"), employed with the Principal Employer mentioned in column (4) of the said Schedule I, employed by M/s. Modern Protection and Investigations Pvt. Ltd., F-139, Kailash Vaibhav Complex, Hiranandani Link Road, Park Site, Vikhroli (West), Mumbai 400 079 and owner (1) Shri Suresh Mohan Nair have applied for grant of exemption, under section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981 (Mah. LVIII of 1981) from the operation of all provisions of the said Act and the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002 (hereinafter referred to as "the said Scheme");

And whereas, the Government of Maharashtra, after consultation with the Advisory Committee and after verification of the benefits enjoyed by the said Security Guards is of the opinion that they are in enjoyment of benefits, which are on the whole not less favourable to them than the benefits provided by and under the said Act and the said Scheme.

Now, therefore, in exercise of powers conferred by section 23 of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Act, 1981, the Government of Maharashtra hereby exempts the said Security Guards from operations of all provisions of the said Act and the said Scheme, for a period of three years from the date of publication this notification in *Official Gazette*, subject to conditions specified in Schedule II appended hereto:—

Schedule I

Sr.	Name of Security	Class	Name and address
No.	Guards		of Principal Employer
(1)	(2)	(3)	(4)
1	Manishkumar Krishnamenan Kunwar.	Security Guard	M/s. Thomas Cook (India) Ltd., 324, Thomas Cook Building, Dr. D. N. Road, Fort, Mumbai 400 001.
2	Sunilkumar Jhawaharlal Dubey	Security Guard	 ;
3	Manojkumar Ramnarayan Giri	Security Guard	M/s. Mckinsey & Co. Inc., Express Tower, 21st Floor,
	a a. a	a a	Nariman Point, Mumbai 400 021.
4	Gurmindar Singar Singh	Security Guard	
5	Nitesh Ramesh Shinde	Security Guard	
6	Sudhakar Ganpati Chaugule	Security Guard	
7	Santosh Laxman Sable	Security Guard	
8	Devendra Bhikaji Sagvekar	Security Guard	
9	Deepak Raghunath Nikam	Security Guard	
10	Rajesh Dattatray Pandav	Security Guard	
11	Pratap Pitamber Panda	Security Guard	
12	Ravi Puran Kathare	Security Guard	

(1)	(2)	(3)	(4)
13	Rajendra Pandurang Bille	Security Guard	M/s. Mckinsey & Co. Inc., Express Tower, 21st Floor, Nariman Point, Mumbai 400 021.
14 15	Vikram Keru Kadam Baidhnath Parmeshwar Choudhary.	Security Guard Security Guard	—"— M/s. Peepul Tree Properties Pvt. Ltd. Podium Floor, Infinity IT Park, 239,Bldg No.4, Gen. A. K. Marg, Dindoshi, Malad (East), Mumbai 400 097.
16	Sanjay Shivaji Chougule	Security Guard	
17	Abhijeet Mohan Shinde	Security Guard	
18	Kamraj Hunny Giri	Security Guard	
19	Ramesh Ganpat Jadhav	Security Guard	
20	Triloki Gangaprasad Shukla	Security Guard	
21	Mohd. Aslam Mohd. Amin Khan	Security Guard	
22	Namdeo Vitthal Kamble	Security Guard	
23	Santosh Rambal Jha	Security Guard	
24 25	Shyamprakash Bideshwar Jha	Security Guard	
$\begin{array}{c} 25 \\ 26 \end{array}$	Suresh Shrinarayan Chand	Security Guard	
$\frac{20}{27}$	Parvin Koripa Choudhary Rajiv Rajkumar Jha	Security Guard Security Guar	
28	Chandarkant Ramchandara	Security Guard	
	Humane.	·	
29	Suresh Bapurao Achalkhamb	Security Guard	
30	Shaileshkumar Mohan Jha	Security Guard	
31	Brijmani Fulchandra Tiwari	Security Guard	"
32	Pyarelal Ramjan Yadav	Security Guard	" "
33	Amaresh Chandra Bholanath Pandey.	Security Guard	
34	Pooja Pandekar	Security Guard	
35	Divya Devdas Mestry	Security Guard	
$\frac{36}{27}$	Mahendra Shivram Thombare	Security Guard	
37	Akhilesh Kumar Dubey	Security Guard	
38	Deepak Rajaram Patil	Security Guard	M/s. Taj Lands End, Bandsatand, Bandra (West), Mumbai 400 050.
39	Rajendraprasad Vinaykumar Dubey.	Security Guard	
40	Lalmohan Abhaynarayan Jha	Security Guard	
41	Amardeep Dinesh Chaudhary	Security Guard	<u>"</u>
42	Kiran Sadanand Karangutkar	Security Guard	" "
43	Uday Baburao Yejare	Security Guard	
44 45	Rati Lali Chand	Security Guard	
$\begin{array}{c} 45 \\ 46 \end{array}$	Ashok Kumar Shivprasad Mishra Rajenderbahadur Hajari Chand	Security Guard Security Guard	
$\frac{40}{47}$			
48	Manish Upaddaya Bharat Kashinath Shivagan	Security Guard Security Guard	
49	Dhiraj Eknath Sagare	Security Guard Security Guard	
50	K. R. Bavkar	Security Guard	
51	Binod Gopi Chand	Security Guard Security Guard	
52	Amol Pralhad Shirke	Security Guard	
53	Santosh Gunjalkar	Security Guard	
54	Vijay Bhagwan Navale	Security Guard	
55	Laxman Khamba Shahi	Security Guard	
56	Bachan Budhiram Yadav	Security Guard	
57	Deepakkumar Moduarayan Jha	Security Guard	
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$Schedule \ I--contd.$

(1)	(2)	(3)	(4)
58	Suresh Mohan Goswami	Security Guard	M/s. Taj Lands End, Bandsatand, Bandra (West), Mumbai 400 050.
59	Indra Raj Dadan Singh Parihar	Security Guard	
60	Rameshkumar Kailash Mishra	Security Guard	
61	Satyapraksh Rampraksh Mishra	Security Guard	"
62	Sandeep Bhaguram Khaire	Security Guard	
63	Brijmohan Umesh T.	Security Guard	
64	Ashokkumar Brahamdeo Singh	Security Guard	
65	Manikant Singh	Security Guard	"
66	Krishnankumar Brijnath Mishra	Security Guard	
.67	Shrwankumar Rameshwar Jha	Security Guard	
68	Manesh Ramkrishna Pathak	Security Guard	
69	Devendrakumar Rajkumar Pathak	Security Guard	
70	Laxman Madan Chand	Security Guard	
71	Anand Lakshman Maynak	Security Guard	M/s. Hotel Tajmahal Palace & Tower, Colaba, Mumbai 400 001.
72	Birendra Kumar Puranvasi Ram	Security Guard	
73	Shyamlal Shivmurat Pal	Security Guard	
74	Tarkeshwar Mishra	Security Guard	
75	Omprakash Charitra Yadav	Security Guard	
76	Vinaykumar Buddhiram Singh	Security Guard	
77	Kamalkant Bedanand Jha	Security Guard	
78	Sushilkumar Parasuram Yadav	Security Guard	
79	Akhileshkumar Ramayan Singh	Security Guard	
80	Amitkumar Arun Sharma	Security Guard	
81	Mahesh Baban Said	Security Guard	
82	Sanjaikumar Chandrashekhar Mishra.	Security Guard	
83	Vaibhav Subhash More	Security Guard	
84	Rajeevkumar Arunkumar Singh	Security Guard	
85	Rakesh Harishchandra Chavan	Security Guard	
86	Satyanand Ramkaran Singh	Security Guard	
87	Satynarayan Nathuprasad Kharwar.	Security Guard	
88	Bablukumar Ramakant Choudhary.	Security Guard	
89	Architkumar Anilkumar Tripathi.	Security Guard	
90	Birendra Saddharam Pasi	Security Guard	
91	Santosh Harinath Gautam	Security Guard	
92	Sachin Balu Patil	Security Guard	
93	Sandeep Shyamlal Yadav	Security Guard	
94	Udresh Ramraj Yadav	Security Guard	
95	Kiran Kundlik Takawale	Security Guard	
96	Umeshkumar Pitamber Yadav	Security Guard	
97	Sunilkumar Kameshwar Singh	Security Guard	
98	Vikas Surendranath Pandey	Security Guard	
99 100	Vikas Subedar Yadav Rajendra Prasad Kishorilal	Security Guard Security Guard	
101	Tripathi. A. K. Mishra	Soonwiter C	
101		Security Guard	
$\begin{array}{c} 102 \\ 103 \end{array}$	Birendra Kumar Singh Laxman Vishnu Bobhate	Security Guard	
		Security Guard	
104	Manikant Ashokkumar Singh	Security Guard	 "

(1)	(2)	(3)	(4)
105	Ramesh Jagdish Soni	Security Guard	M/s. Hotel Tajmahal Palace & Tower, Colaba, Mumbai 400 001.
106	Nirmal Kumar Keshoram	Security Guard	
107	Kailash Dooja Singh	Security Guard	
108	Haridayanand Rajnath Singh	Security Guard	
109	Prakash Pandurang More	Security Guard	Unit No. 116, SDF- IV, SEEPZ, SEZ, Andheri (E.), Mumbai 400 093.
110	Subash Prakash Bobade	Security Guard	C/o. Plot No. 112, Sion LIC Building, Sion Koliwada Road, Gurutegbahadur Nagar, Mumbai 400 022.
111	Rajesh Harishchandra Koli	Security Guard	
112	Vikas Tanaji Darde	Security Guard	
113	Ramesh Gopal Surve	Security Guard	
114	Maruti Sahadev Pawar	Security Guard	
115	Patangrao Kondiba Jadhav	Security Guard	
116	Bhaurao Nesarkar	Security Guard	
117	Sanjay Rajaram More	Security Guard	
118	Riteshchandra Harishchandra Daware.	Security Guard	
119	Babasaheb Dashrath Karade	Security Superv	visor —"—
120	Pankaj Nathuram Patil	Security Guard	
121	Shashikala K.	Security Guard	
122	Anuskha Ashok Pingale	Security Guard	
123	Dattatraya Nana Chougule	Security Guard	M/s. Infiniti Retail Ltd.(Croma),Thane, C/o. R Mall, Godhbunder Road, Thane (West) 400 607.
124	Arun Arjun Pundkar	Security Guard	
125	Roshankumar Sundar Jha	Security Guard	
126	Dattatray Maruti Jadhav	Security Guard	
127	Balaji Namdev Pawar	Security Guard	
128	D. D. Nadiwadekar	Security Guard	
129	Deepak Pratap Kadam	Security Guard	
130	Arvind Ramesh Singh	Security Guard	
131	Rakesh Babanath Upadhayay	Security Guard	
J32	Ashokram Gajiram Ahuji	Security Guard	
133	Shivbihari Makoilal Yadav	•	M/s. Infiniti Retail Ltd.(Croma) Malad,
			C/o. Palm Spring Center,
			Ground Floor, Malad Link Road,
			Malad (W.), Mumbai 400 064.
134	Sonulal Muneshwar Yadav	Security Guard	· · · · · · · · · · · · · · · · · · ·
135	Omkarnath Keshavnath Tiwari	Security Guard	
136	Mukeshkumar Arjun Mishra	Security Guard	
137	Vikas Nareshwar Pagdhare	Security Guard	
138	Mukesh Khushilal Singh	Security Guard	
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$Schedule \ I{\rm--contd}.$

(1)	(2)	(3)	(4)
139	Jitendra Rajnarain Mishra	Security Guard	M/s. Infiniti Retail Ltd. (Croma) Andheri, Infinity Retail Ltd., 202-203, Akruti Centre Point,
140	Baban Chandrakant Jadhav	Security Guard	Midc, Andheri (E.), Mumbai 400 093
111	Mukeshkumar Shivajee Singh	Security Guard Security Guard	
142	Shivani Sagvekar	Security Guard	M/s. Infiniti Retail Ltd.(croma) Dahisar,
	_	·	C/o. Thakur Shopping Mall, 1st Floor, Western Express Highway, Dahisar, Mumbai 400 089.
143	Lalit Fulkant Jha	Security Guard	
144	Ashokkumar Tiwari	Security Super	visor —"—
145	Sanjaykumar Parmanand Singh	Security Guard	
146	Ajaykumar Samar Singh	Security Guard	
147	Dilip Hemant Rane	Security Guard	
$\begin{array}{c} 148 \\ 149 \end{array}$	Bishwamohan Gangadhar Jha	Security Guard	
$149 \\ 150$	Santoshkumar Ugranarayan Jha Amit Shrashi Ray	Security Guard Security Guard	
$150 \\ 151$	Anita Bharat Butekar	Security Guard Security Guard	M/s. Infiniti Retail Ltd. (Croma)
101	Illiva Bilarat Batteria	security Guard	Goregaon, C/o. Unit No. F-25,
			First floor, Oberoi Mall Pvt. Ltd.,
			Off Western Express Highway,
			Goregaon(W), Mumbai 400 063
152	Ranjana Manoj Bharambe	Security Guard	Do
153	Kanhaiya Kalikant Jha	Security Guard	
154	Chatursingh Prakash Jagtap	Security Super	visor —"— Do
$\begin{array}{c} 155 \\ 156 \end{array}$	Sudhir Rajkumar Jha Gulab Tripithnarayan Jha	Security Guard Security Guard	D0 "
157	Kripashankar Vishwnath Jaiswal	Security Guard Security Guard	M/s. Accenture Services Pvt. Ltd.,
10.	Timpasiainar visitwitatii Saiswar	Scourity Guard	Unit No P. 801, 8th Floor, Building
			No. 04, Infinity Ark, Ahead of
			Dindoshi, Malad (East), Mumbai.
158	Gulam Varis Mohd Hasan Shaikh	Security Guard	
159	Shubhchandra Vaikund Jha	Security Guard	
160	Raisaheb Tilakdhari Singh	Security Guard	
$\begin{array}{c} 161 \\ 162 \end{array}$	Nitin Mahadev Nalawade Sacchidanand Navalkishor Singh	Security Guard Security Guard	
162	Manojkumar Sabhajit Mishra	Security Guard Security Guard	
164	Arun Maruti Borgaonkar	Security Guard	
165	Pradeep Manohar Sail	Security Guard	
166	Prakash Punaji Lembarkar	Security Guard	
167	Rajesh Radheshyam Rai	Security Guard	
168	Bhagwan Khanderao Ambore	Security Guard	
169	Satyadev Yadav	Security Guard	
$\begin{array}{c} 170 \\ 171 \end{array}$	Pradeep Bhogal Chandrakant Maruti More	Security Guard Security Guard	
171 172	Nivruti Pandurang Asabe	Security Guard Security Guard	
$172 \\ 173$	Dilip Bhanji Chawda	Security Guard	
174	Shahid Hussain Khan	Security Guard	
175	Gautam Sakharam Garud	Security Guard	
176	Jagdish Dharma Bhutdiya	Security Guard	
177	Suresh Ananda Waghmare	Security Guard	
178	Jay Murlidhar Dubey	Security Guard	22
179 180	Sunil Subhash Chalke Laxman Shiva Parab	Security Guard	
180	Subhash Atmaram Shinde	Security Guard	
101	Subitasti Attitaralli Sillilde	Security Guard	

(1)	(2)	(3)	(4)
182	Maruti Shadev Jamdar	Security Guard	M/s. Accenture Services Pvt. Ltd., Unit No P. 801, 8th Floor, Building No. 04, Infinity Ark, Ahead of Dindoshi, Malad (East), Mumbai.
183	Anand Dattaram Raut	Security Guard	
184	Chandrakant Gangaram Soundalkar.	Security Guard	
185	Brijeshkumar Radheshyam Sharma.	Security Guard	"
186	Ravindra Ragnunath Pandagale	Security Guard	
187	Sangeeta Kishor Adurkar	Security Guard	
188	Shashikala Dhaku Lambar	Security Guard	
189	Anuja Dalvi	Security Guard	
190	Farzana Shaikh	Security Guard	
191	Urmila Ramchandar Bhutdiya	Security Guard	
192	Gangaram Devrukhakar	Security Guard	M/s. Asian Heart Hospital, G/N Block, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051.
193	Somnath Madav Ghuge	Security Guard	
$\frac{194}{194}$	Nijanandkumar Kamlesh Singh	Security Guard	
195	Brajbhan Santosh Rajak	Security Guard	
196	Sachn Sunil Kharade	Security Guard	
T97	Maruti Sybarao Jadhav	Security Guard	
198	Ganesh Sitaram Kachale	Security Guard	
199	Laxman Jha	Security Guard	
200	Kamlesh Jooti Singh	Security Guard	
201	Vinaykumar Shrihari Dubey	Security Guard	
202	Mayur Mohan Sable	Security Guard	
203	Sangeeta Pandey	Security Guard	
204	Abhijeet Vijay Pednekar	Security Guard	
205	Dhalchand Hiraman Mahto	Security Guard	
206	Sandeep Dattatray Taralkar	Security Guard	M/s. Willis Processing Services
			(India) Pvt. Ltd., Tower A, 9th Floor,
		-	L & T Business Park, Saki Vihar Road, Powai, Mumbai 400 072.
207	Deepak Bhagwat Hatkar	Security Guard	
208	Reshma Dayanand Pandagale	Security Guard	
209	Jaya Santosh Kale	Security Guard	
$\frac{200}{210}$	Ravikumar Ratneshkumar Singh	Security Guard	
211	Ramakant Lalmani Yadav	Security Guard	
$\frac{211}{212}$	Rajib Pralhad Chaudhary	Security Superv	visor —"—
213	Sanjay Narayan Morye	Security Guard	
$\frac{214}{214}$	Prasad Rajpat Udaybhan	Security Guard	M/s. Nomura Services (India)
	Trasad rajpat caay sirair	Section of the section	Pvt. Ltd., 10th Floor, Nomura,
			Hiranandani Business Park,
			Powai, Mumbai 400 076.
215	Avdheshkumar Jogilal Jaiswar	Security Guard	
216	Anil Sitaram Barve	Security Guard	
217	Rajendra Rajdev Pandey	Security Guard	
218	Kiran Raosaheb Umap	Security Guard	
219	Sandesh Dattaram Utekar	Security Guard	
220	Pravin Gamhir Sonawane	Security Guard	
221	Anil Maruti Redekar	Security Guard	
222	Machchhindranath Vijay	Security Guard	
	Pednekar.		
223	Laxman Chandrakant Kalugade	Security Guard	

$Schedule \ I--contd.$

(1)	(2)	(3)	(4)
224	Maruti Shivaji Jadhav	Security Guard	M/s. Nomura Services (India) Pvt. Ltd., 10th Floor, Nomura, Hiranandani Business Park, Powai, Mumbai 400 076.
225	Sanjay Shivshankar Pathak	Security Guard	
226	Vikas Jitendra Gupta	Security Guard	
227	Durgeshkumar Dukhu Kanojia	Security Guard	
228	Sanjay Umashnkar Yadav	Security Guard	
229	Sunilkumar Ramgopal Gond	Security Guard	<u></u>
230	Sandeep Sitaram Pawar	Security Guard	
231	Chintamani Vijay Parab	Security Guard	
$\overline{232}$	Mukeshkuamar Shubhargyan Jha	•	
$\frac{232}{233}$	Nitin Ashok Chavan	Security Guard	
234	Ganesh Munna Yadav	Security Guard	
235	Shyam Ramesh Salve	Security Guard	
236	Naresh Mahadev Itape	Security Guard	
237	Sandesh Mohan Chavan	Security Guard	
238	Pintukumar Kanaiyalal Verma	Security Guard	
239	Sanjay Monindra Roy	Security Guard Security Guard	
$\frac{239}{240}$	Sunil Maruti More	•	
$\frac{240}{241}$		Security Guard	
$\frac{241}{242}$	Sanjay Gurav	Security Guard	
	Santosh Baban Salunkhe	Security Guard	
243	Arvind Ramesh Singh	Security Guard	
244	Kishor Sampat Ugale	Security Guard	
245	Deepak Mahadev Lad	Security Guard	
$\frac{246}{247}$	Dayanand Shripati Jadhav	Security Guard	
$\frac{247}{249}$	Santosh Ganpat Jogale	Security Guard	
248	Sitaram Mahadev Hojage	Security Guard	
249	Mukesh Ananda Jha	Security Guard	
$\begin{array}{c} 250 \\ 251 \end{array}$	D. Hadkar	Security Guard Security Guard	
201	Krishnakumar Nayakprasad Noniya	Security Guard	
252	Anil Ramnath Sharma	Security Guard	
253	Anil Ramchandra Jambhale	Security Guard	
254	Devidas Jalam Hatkar	Security Guard	
255	Tejas Madhukar Lokhande	Security Guard	<u></u> "
256	Ashok Panchal	Security Guard	
257	Bala Mahjiram Thorat	Security Guard	"
258	Santosh Gunaji Darde	Security Guard	
259	Raju Dashrath Thakur	Security Guard	
260	Sahdev Telang	Security Guard	
261	Suhas Sawant	Security Guard	
262	Ravindra Suresh Adhav	Security Guard	
263	Ganesh Padurang Chavan	Security Guard	
264	Shrikant Vishvanath Jadhav	Security Guard	
265	Pandurang Dadu Shejwal	Security Guard	
266	Amol Shivaj1 Sonawane	Security Guard	
267	Gajendra Amber Shirke	Security Guard	
268	Subhash Sadashiv Bagve	Security Guard	
269	Ramchandra Bhanoogurav	Security Guard	
270	Ganesh Chandrakant Thakur	Security Guard	
271	Rajesh Ganpat Zende	Security Guard	
272	Bijendrapal Singh Gajpal Negi	Security Guard	
273	Mahesh Mahadeo Birwadkar	Security Guard	
274	Omprakash Samarbahadur	Security Guard	
	Kanojia		

$Schedule \ I--contd.$

Ms. Nomura Services Pvt. Ltd., 10th Floor, N Hiranandani Busines, Powai, Mumbai 400	
Shriram Bhimsingh Shevgan Security Guard Z77 Kalektar Vikramjit Tiwari Security Guard Z78 Sankalp Sadanand Bhoir Security Guard Z79 Santosh Vijayshankar Pal Security Guard Z80 Sanjaya Pyarelal Pathak Security Guard Z81 Rajendra Dattaram Sawant Security Guard Z82 Shashikant Jayram Choudhary Z83 N1tin Narayan Polekar Z84 Sunil Nandkumar Mishra Z85 Vilas Sahebrao Bhise Security Guard Z86 Milind Panvekar Z87 Suvaik Dinkar Sonavane Z88 Sanjay Badri Singh Security Guard Z88 Sanjay Badri Singh Security Guard Z89 Sanjay Badri Singh Security Guard Z90 Sachin Shamrao Kamble Z91 Yogesh Chandrakant Vibhute Z92 Sadashiv Bhimrao Mohite Z93 Hanmanth Vithoba Sapkal Z94 Bhagavan Shivdas Patil Z95 Sanjay Dadabhau More Z96 Ajay Chandrakant Shinde Z97 Sanjay Dadabhau More Z98 Ajay Chandrakant Shinde Z99 Arvind Shivaji Narwade Z90 Santosh Maruti More Z91 Moolchnad Bansilal Mourya Z92 Baburao Ananda Pawar Z93 Suresh Laxman Pangale Z94 Surity Guard Z95 Surity Guard Z96 Salara Sanjay Badri Sinde Z97 Sanjay Dadabhau More Z98 Ajay Chandrakant Shinde Z99 Arvind Shivaji Narwade Z90 Santosh Maruti More Z91 Sanjay Dadabhau More Z92 Security Guard Z93 Santosh Maruti More Z94 Sanjay Dadabhau More Z95 Santosh Maruti More Z96 Santosh Maruti More Z97 Sanjay Dadabhau More Z98 Ajay Chandrakant Shinde Z99 Arvind Shivaji Narwade Z90 Security Guard Z90 Santosh Maruti More Z91 Security Guard Z92 Santosh Maruti More Z93 Security Guard Z94 Baburao Ananda Pawar Z95 Security Guard Z96 Milind Narayan Kandalgaonkar Z97 Sanjay Dadabhau More Z98 Ajay Chandrakant Shinde Z99 Santosh Maruti More Z90 Santosh Maruti More Z90 Sacurity Guard Z90 Santosh Maruti More Z91 Security Guard Z92 Santosh Maruti More Z93 Security Guard Z94 Santosh Maruti More Z95 Santosh Maruti More Z96 Security Guard Z97 Sanjay Dadabhau More Z98 Ajay Chandrakant Shinde Z99 Santosh Maruti More Z90 Santos	Nomura, s Park,
277 Kalektar Vikramjit Tiwari Security Guard	
278Sankalp Sadanand BhoirSecurity Guard-"-279Santosh Vijayshankar PalSecurity Guard-"-280Sanjaya Pyarelal PathakSecurity Guard-"-281Rajendra Dattaram SawantSecurity Guard-"-282Shashikant Jayram ChoudharySecurity Guard-"-283N1tin Narayan PolekarSecurity Guard-"-284Sunil Nandkumar MishraSecurity Guard-"-285Vilas Sahebrao BhiseSecurity Guard-"-286Milind PanvekarSecurity Guard-"-287Suvaik Dinkar SonavaneSecurity Guard-"-288Eknath Tukaram AlimSecurity Guard-"-289Sanjay Badri SinghSecurity Guard-"-290Sachin Shamrao KambleSecurity Guard-"-291Yogesh Chandrakant VibhuteSecurity Guard-"-292Sadashiv Bhimrao MohiteSecurity Guard-"-293Hanmanth Vithoba SapkalSecurity Guard-"-294Bhagavan Shivdas PatilSecurity Guard-"-295Santosh Balu KambleSecurity Guard-"-296Milind Narayan KandalgaonkarSecurity Guard-"-297Sanjay Dadabhau MoreSecurity Guard-"-298Ajay Chandrakant ShindeSecurity Guard-"-299Arvind Shivaji NarwadeSecurity Guard-"-300Santosh Maruti MoreSecurity Guard-"-301Moolchnad Bansilal M	
279 Santosh Vijayshankar Pal Security Guard	
280Sanjaya Pyarelal PathakSecurity Guard-"-281Rajendra Dattaram SawantSecurity Guard-"-282Shashikant Jayram ChoudharySecurity Guard-"-283N1tin Narayan PolekarSecurity Guard-"-284Sunil Nandkumar MishraSecurity Guard-"-285Vilas Sahebrao BhiseSecurity Guard-"-286Milind PanvekarSecurity Guard-"-287Suvaik Dinkar SonavaneSecurity Guard-"-288Eknath Tukaram AlimSecurity Guard-"-290Sachin Shamrao KambleSecurity Guard-"-291Yogesh Chandrakant VibhuteSecurity Guard-"-292Sadashiv Bhimrao MohiteSecurity Guard-"-293Hanmanth Vithoba SapkalSecurity Guard-"-294Bhagavan Shivdas PatilSecurity Guard-"-295Santosh Balu KambleSecurity Guard-"-296Milind Narayan KandalgaonkarSecurity Guard-"-297Sanjay Dadabhau MoreSecurity Guard-"-298Ajay Chandrakant ShindeSecurity Guard-"-299Arvind Shivaji NarwadeSecurity Guard-"-300Santosh Maruti MoreSecurity Guard-"-301Moolchnad Bansilal MouryaSecurity Guard-"-302Baburao Ananda PawarSecurity Guard-"-303Suresh Laxman PangaleSecurity Guard-"-304Tanaji Rajaram Bha	
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315 Balu Bhau Choudhari Security Guard —"—	
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317 Rajaram Annapa Aiwale Security Guard ——"—	
318 Digambar Tukaram Chougule Security Guard ——"—	
319 Sanjay Hridaynarayan Yadav Security Guard —"—	
320 Pravin Siddharth Pawar Security Guard —"—	
321 Dattatray Prabhakar Sadakal Security Guard —"—	
322 Jeetendranath Diwakar Choubey Security Guard —"—	
323 Bipinkumar Ram Singh Security Guard —"—	
324 Satish Murlidhar Kasbe Security Guard —"—	
325 Rajan Bakrishna Kadam Security Guard —"—	
326 Shivaji Laxman Sakpal Security Guard —"—	

(1)	(2)	(3)	(4)
327	Prakash Dhumal	Security Guard	M/s. Nomura Services (India) Pvt. Ltd., 10th Floor, Nomura, Hiranandani Business Park, Powai, Mumbai 400 076.
328	Sundar Vasant Deulkar	Security Guard	
329	Pramod Utekar	Security Guard	
330	Navnath Mukund Lihinar	Security Guard	
331	Vinayak Mahendra Jadhav	Security Guard	
332	Suresh Chiman Thakore	Security Guard	
333	Anil Anant Singh	Security Guard	M/s. Reliance Next Link Pvt. Ltd.,
	_	•	D-block, 1st Floor, Dhirubhai Ambani
			Knowledge City, Thane-Belapur Road,
			Koperkhairane, Navi Mumbai 400 710.
334	Ashok Gopal Ghate	Security Guard	
335	Baba Shridhar Landge	Security Guard	
336	Babasaheb Vitthal Yadav	Security Guard	
337	Bajrang Mungaram Lal	Security Guard	
338	Bimal Budha Gurung	Security Guard	
339	Dashrath Bhiku Tatkare	Security Guard	
340	Dattu Manohar More	Security Guard	
341	Dayakant Gunanand Mishra	Security Guard	
342	Dhan Lalbahadur Rai	Security Guard	
343	Dhanraj Dinkar Mugale	Security Guard	
344	Dhyanbahadur Sukbahadur Rai	Security Guard	"
345	Eknath Dattu Gaikwad	Security Guard	
346	Gupendra Prahlad Singh	Security Guard	
347	Gurdev Dalbir Singh	Security Guard	
348	Harishankar Kuldeep Singh	Security Guard	
349	Harnam Mengha Singh	Security Guard	
350	Hazara Gurbax Singh	Security Guard	
351	Jagat Narayan Singh	Security Guard	
352	Jasvir Lachhman Singh	Security Guard	
353	Jaynarayan Jatuli Pandey	Security Guard	
354	Kiran Babu Gurung	Security Guard	
355	Kishan Rangrao Bendage	Security Guard	
356	Kishorilal Ramchand Sharma	Security Guard	
357	Krishna Dhan Thapa	Security Guard	
358	Krishna Deolakhan Singh	Security Guard	
359	Lalitmohan Himatmoura Singh	Security Guard	
360	Maruti Bhairli Ambulkar	Security Guard	
361	Milan Deoprasad Rai	Security Guard	
362	Pal Babaram Singh	Security Guard	
363	Pemetshering Tpurna Tamang	Security Guard	
364	Puranchand Moti Rajan	Security Guard	
365	Radheyshyam Rajat Singh	Security Guard	
366	Raju Balu Haibatti	Security Guard	
367	Ramasre Mahanth Yadav	Security Guard	
368	Ram Goruram Awatar	Security Guard	
369	Sanatkumar Surajmani Sinha	Security Guard	
370	Sanjeev Durushattam Naik Naik	Security Guard	
371	Sawaranjit Gurmail Singh	Security Guard	
372	Shankar Nivrutti Palve	Security Guard	
373	Shivaji Bhairu Kshirsagar	Security Guard	
374	Suresh Maruti Vandre	Security Guard	
375	Sureshkumar Bhavneshwar Singh	Security Guard	

(1)	(2)	(3)	(4)
376	Tilak Rattan Singh	Security Guard	M/s. Reliance Next Link Pvt. Ltd., D-block, 1st Floor, Dhirubhai Ambani Knowledge City, Thane-Belapur Road, Koperkhairane, Navimumbai 400 710.
377	Vilas Shankar Patil	Security Guard	
378	Amarjeet Gupendra Kumar	Security Guard	
379	Dharmendra Baliram Pandey	Security Guard	
380	Hemant Tukaram Jadhav	Security Guard	
381	Jarnail Sangat Singh	Security Guard	
382	Jitendrakumar Ganesh Pandey	Security Guard	
383	Lakshman Shivbachan Yadav	Security Guard	
384	Raj Narayan Yogendra	Security Guard	
001	Chaudhary.	occurry Guara	
385	Raj Kishor Ramphal Kumar	Security Guard	
386	Suhas Suresh Deshmukh	Security Guard	
387	Baljeet Kaur Pyaara Singh	Security Guard	
388	• •	•	
	Kalpana Manoj Kharat	Security Guard	
389	Kalpana Rajesh Vare	Security Guard	
390	Parveen Gulshan Bakshi	Security Guard	
391	Samira Vinod Bhise	Security Guard	
392	Sharda Sunil Kamble	Security Guard	
393	Sushma Santosh Shelar	Security Guard	
394	D Phan Bahadur Thapa	Security Guard	" "
395	Satyendrakumar	Security Guard	<u>—</u> ·—
200	Chandrashekar Singh.	0	22
396	Kamlesh Jayram Jaiswar	Security Guard	" "
397	Sunil Chunilal Dutt	Security Guard	
398	Gagan Shriram Singh	Security Guard	
399	Deshi Suresh Lama	Security Guard	
400	Abdul Wahid Abdul Bari	Security Guard	
401	Chowdhury	Committee Commit	
401	Iqbal Akbar Ali Khan	Security Guard	
402	Bhagat Prasad Yadav	Security Guard	
403	Elayak Usman Ali Khan Modh	Security Guard	<u> </u>
404	Balram Nanak Singh	Security Guard	
405	Mukesh Kumar Ramyagya Singh	Security Guard	
406	Shankar Mahadev Matle	Security Guard	
407	Ramesh Narayan Khillare	Security Guard	
408	Vinaykumar Chandrashekar Singh.	Security Guard	
409	Mukarab Samdar Khan	Security Guard	<u>"</u>
410	Bhagwan Prasad Hosila Singh	Security Guard	
411	Samruddhi Digamber Labdhe	Security Guard	
412	Nikhil Chandra Lalmohan Dey	Security Guard	
413	Harpal Ami Chand	Security Guard	
414	Gour Hari Bansa Siingha	Security Guard	
415	Man Bahadur Narman Thapa	Security Guard	
416	C Prahlad Bhattcharya	Security Guard	
417	Sekuram Ramchandra Jadhav	Security Guard	
418	C Bapurao Jadhav	Security Guard	
419	Lalit Tukaram Nakhrekar	Security Guard	
420	Amol Hanmant Gadhave	Security Guard	
421	Sunil Harichandra Patil	Security Guard	
422	Vishnu Dnyaneshwar Chavan	Security Guard	
423	Santokh Bhan Singh	Security Guard	

(1)	(2)	(3)	(4)
424	Suresh Ram Iqbal Bhetha	Security Guard	M/S. Reliance Next Link Pvt. Ltd., D-block, 1st Floor, Dhirubhaiambani Knowledge City, Thanebelapur Road, Koperkhairane, Navimumbai 400 710.
425	Mahaveer Vithoba Bansode	Security Guard	
426	Pandurang Balaso Hodage	Security Guard	
427	Mangesh Sridhar Chavan	Security Guard	
428	Murlidhar Sakharam Chavan	Security Guard	
429	Raghubanshi Bramhadev Pathak	Security Guard	
430	Sadashiv Madhukar Dalvi	Security Guard	
431	Phoolchand Rampratap Yadav	Security Guard	
432	Shivram Janu Pangle	Security Guard	
433	Vetrivel Sivanesan Kallar	Security Guard	
434	Sudhakar Gangaram Malluri	Security Guard	
435	Prakash Pandurang Shinde	Security Guard	
436	Mohan Mahadev Patil	Security Guard	
437	Santosh Tukaram Patil	Security Guard	
438	Vilas Ganpati Patil	Security Guard	
439	Prashant Prakash Joshi	Security Guard	

Note.—Government of Maharashtra does not take guarantee of any sort as regards to Security Guards. Principal Employers can employ these Private Security Guards at their own risk.

Schedule-II

Conditions to be followed by the Employer Agency and Principal Employer

- 1. *Police Verification*.—Police Verification Certificates regarding antecedent of the Guards as well as the employer of such Guard is necessary. Licence under the Private Security Agency (Regulation) Act, 2005 is also compulsory on the part of Employer Agency.
 - 2. Training.—Adequate training shall be imparted to the Security Guards before they are deployed.
- 3. Educational Qualifications, Physical Fitness and other requirements.—Educational, physical and other requirements for the Security Guards shall be as follows:—

Minimum Education Qualification: 8th Standard Passed.

Physical Requirements (A) (1) Height — 162 c.m.

- (2) Weight 50 kg.
- (3) Chest 79 c.m. (Without Expansion) and 84 c.m. (On Expansion)
- (4) Sight If wearing glasses, the glass should not have excess number.
- (B) In case of tribal candidates, there will relaxation of 5 c.m. in height and 2 c.m. in chest.
- 4. Benefits.—Benefits for Security Guards shall be as follows:—
 - (a) Uniform: Two pairs in a year.
 - (b) Shoes: One pair of leather shoes in a year.
 - (c) Rainy and Winter Uniform: (Once in two years) Raincoat, Trousers and Cap, Woolen Coat and Pant.
- 5. Wages and other statutory Benefits.—Exempted Security Guard shall open his account in a Nationalised Bank and agency shall give crossed cheque to each Security Guard equivalent to his earned wages by 7th of every month. Statement showing details of wages paid in Form "C" shall be submitted to the Security Guards Board by 10th of every month.

 The Agency shall give the following benefits to the Security Guards:—

Ex-Gratia : 10% of wages
Gratuity : 4% of wages
Leave with wages : 6% of wages
Paid Holidays : 1% of wages.

Contribution to be deposited with the Competent Authorities in respect of various statues such as Provident Fund, E.S.I. etc. applicable to the Principal Employer, shall be deposited by the Agency with such authority and challan thereof be submitted to the Board for information. The Security Guards Agency should give regular receipt to the Guard and submit a consolidated report of the abovesaid transactions to the Government, the Commissioner of Labour and the Security Guards Board every six months. In case of default, the Agency shall be held responsible and shall be liable for cancellation of exemption.

- 6. Overtime Allowance.—Overtime Allowance should not be less than double the rates of wages existing at that time on the anology of the Security Guards deployed by the Security Guards Board. The ultimate responsibility in this respect lies on the concerned Principal Employer.
- It is the responsibility of the Principal Employer to pay wages and provide benefits to the Security Guards. The Principal Employer, in turn, shall ensure that the Guards deployed at his establishment are getting wages and benefits not less favourable than those available under the Scheme.
- 7. Filling of Returns—(a) Quarterly Return.—Agency to submit quarterly return to the Government, the Commissioner of Labour and Board in the first week of first month of the quarter (January, April, July and October) in respect of employment of Security Guards in Form "A" appended hereto.
- (b) Half Yearly Return.—(1) Half Yearly Return in Form "B" appended hereto shall be submitted by the Agency in respect of Guards engaged, who have left and newly recruited to the Government, the Commissioner of Labour and Board.

- (2) The Security Guard Agency should make regular contribution of employees' Provident Fund and ESIC of the concerned Security Guards and give regular Receipts to the Guard and submit a consolidated report of the above said transaction to the Government, the Commissioner of Labour and the Security Guards Board every six months.
- (3) The Security Guard Agency should submit proof of the previous contributions of employees' Provident Fund and ESIC within a period of three months from the date of publication of this Notification to the Government. Otherwise, the exemption given to the concerned Security Guards will be cancelled.
- (c) Annual Return.—Every Agency shall submit at Annual Return of Income Tax, P.F., E.S.I. duly certified by Chartard Accountant, in Form-D on or before 30th of June of every year to the Government and the Board, along with copies of challans and other details.
- 8. Enrollment of the Agency with the Board.—The Agency should get itself enroll with the Board according to the provisions of Clause 13(2) of the Maharashtra Private Security Guards (Regulation of Employment and Welfare) Scheme, 2002, as an employer agency and shall register exempted Security Guards under Clause 14(3) of the Scheme applying in the Form devised by the Board by paying prescribed registration fee within a period of one month from the date of issuance of this Notification.
- 9. Registration of Principal Employer of Employer Agency.—The Principal Employer who is engaging exempted Security Guards of the agency shall get register with the Board as provided under Clause 13(1)(a) of the Scheme within 15 days from date of exempted Notification, applying in the Form devised by the Board by paying prescribed registration fee.
- 10. Enrollment fees.—While getting itself registered with the Board, the Agency should pay Registration Fee to the Board as per clause 17 of Maharashtra Private Security Guards (Regulation of Employment and Welfare), Scheme 2002 within stipulated time.
- 11. Registered Office.—Every Agency shall have registered office which shall be notified to the Government, Commissioner of Labour and the Board. In case of change in address or change in name, the same shall be informed to the Government and to the Board along with documentary proof thereof within a period of 15 days from such change, so as to Government can issue Notification in respect thereof. Board shall take note of such changes after issuance of the Notification.
- 12. Allotment of Guards.—The Agency shall not allot their Security Guards to such Principal Employers who are registered with the Board. If agency deployes its Security Guards to such Principal Employer in that case exemption will be cancelled.
- 13. *Issue of Identity Cards/Attendance Card*.—Every Agency shall issue identity card, attendance card to Security Guards and Officers engaged and deployed by them.
- 14. Payment of Legal Dues.—Whenever a Security Guard leaves his job, it is obligatory on the part of the agency to pay all the legal dues to him and copy of the records thereof shall be submitted to the Board including gratuity and other legal dues.
- 15. Employment with one principal Employer at a time.—Every Agency shall also ensure that its Security Guards shall not work for more than one Principal Employer at a time.
- 16. If any Security Guard is asked to work beyond the radius of 50 kms. from his place of residence, the Employer Agency shall pay an allowance @ 20% of total emoluments of such Security Guard.
- 17. The Agency and Principal Employer is liable to abide with any other terms and conditions, which may be imposed in favour of Security Guard by the Government of Maharashtra or Board in future.
- 18. The exempted Security Guard Agency should pay levy @ 3% to the Board per month on wages paid to the Security Guards on or before 10th of every month. The agency should start paying such levy within the period of 1 month from the date of exemption Notification. The employer agency who persistantly makes default in remitting the amount of 3% levy within the time limit specified as above, shall further pay by way of penalty, surcharge @ 10% of the amount to be remitted.
- 19. In case, the Principal Employer discontinues the exempted Security Guards due to expiry of agreement or due to any reason, in that case, the agency shall submit the details of such Principal Employers and the Security Guards to the Board within 7 days from such discontinuation. In such case the registration of the said Principal Employer shall stand cancelled. The agency shall also submit the details of Security Guards

who have left the services due to any reason alongwith details of the Principal Employers to the Board and concerned Police Station within 7 (Seven) days. On receipt of the above details Board will cancel the registration of such exempted guards.

- 20. From the amount of the payment made by the Principal Employer to the Security Agency, the Security Guards will be paid at least an amount which has been fixed by the Board towards the wages and all the statutory benefits towards Provident Fund, E.S.I.C., Payment of Bonus, leave with wages, leave on national holidays etc. or the same shall be the amount equivalent to 56% of the gross payment made by the Principal Employer to the Security Agency, whichever is higher.
- 21. The Principal Employer will pay to the agency on a prorata basis for the reliever who would be relieving the Security Guard in case of his weekly off or the amount paid to the reliever shall be 10% of the basic wages, or whichever is higher.
- 22. The amounts of levy to be deposited to the Security Guards Board, the cost of training of the Security Guards, the cost of supervision, administration of profits of the agency the total cost of which will not exceed more than 30% of the total amount paid by the Principal Employer to the agency.
- 23. The Service Tax will be levied on the total mandatory cost mentioned herein above at the rate which is in force at any given point of time.
- 24. In addition to this uniform will be provided to the Security Guards. For this purpose an amount of 4% per annum should be delineate.
 - 25. Wages of the Security Guards will be paid not later than 7th of every next month.

Breach of any of above conditions by the employer agency shall make employer agency liable for cancellation or revocation of the exemption granted under this notification.

It shall be the responsibility of the Principal Employer to see that the terms, conditions and rules are followed scrupulously and in case the agency fails to grant the benefits to the exempted Security Guards as per the conditions of Notification the Principal Employer will be held responsible to pay the same to the exempted Security Guards.

FORM 'A'

Quarterly Return to be filed by the Agency

Quarterly Return for the months

Date:

(January-March

April-June

July-September

October-December):

Name and Address of the Agency:

Notification No. and Date:

Registration No. of Agency with the Board:

Serial	Number and Address of	Location of Security	Name and Category of the Guards
Number	the Principal Employer	Guards deployed	
(1)	(2)	(3)	(4)

Authorised Signatory,

FORM'B'

Half Yearly Return to be submitted by Security Guards Agency

Period of Return: January to June/

Date:

July to December

Name and Address of the Agency:

Notification No. and Date:

Registration No. of Agency with the Board:

Serial No.	Name and Address of Principal Employer	Total No. of Security Guards engaged Categorywise	No. of Security Guards who have left the Security Guards Agency Categorywise	Number of Security Guards Newly Recruited Categorywise
(1)	(2)	(3)	(4)	(5)

Authorised Signatory,

(Name and Designation).

FORM 'C'

Statement to be submitted to the Security Guards Board regarding disbursement of wages

Disbursement of wages for the month of:

Name and Address of the Principal Employer:

Name of the Bank (Branch and Address):

Serial	Name of the	No. and Date of	Amount
No.	Security Guard	the Cheque	
(1)	(2)	(3)	(4)

Authorised Signatory,

(Name and Designation).

FORM 'D'

Annual Return to be submitted by Security Guards Agency

Period of Annual Return:

Date:

Name and Address of the Agency:

Notification No. and Date:

Registration No. of Agency with the Board:

Serial	Months	Total No. of	Total Wages	The Wages on	3% Levy	
No.	(April to March)	Security Guard	Paid to the Security Guard	which the P.F. Contribution is deducted	Submitted to Board	
		engaged	.* .			
(1)	(2)	(3)	(4)	(5)	(6)	

Authorised Signatory,

(Name and Designation).

By order and in the name of the Governor of Maharashtra,

N. D. THORVE,

Section Officer.

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मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरू चौक, मंत्रालय, मुंबई ४०० ०३२, दिनांक ४ मार्च २०१४.

अधिसूचना

महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८.

क्रमांक एमएसए-०८/२०१३/प्र. क्र. २७०/कामगार-१०.— महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ (१९४८ चा मुंबई एकोणऐंशी) (यात यापुढे ज्याचा " उक्त अधिनियम " असा उल्लेख करण्यात आलेला आहे.) याच्या कलम ४च्या परंतुकाद्वारे प्रदान करण्यात आलेल्या अधिकारांचा वापर करून, महाराष्ट्र शासन याद्वारे, उक्त अधिनियमाच्या अनुसूची दोन मध्ये खालीलप्रमाणे सुधारणा करीत आहे :—

उक्त अधिनियमाच्या अनुसूची दोन मधील क्रमांक "६४६" नंतर खालील नोंदीचा समावेश करण्यात येईल :—

" ६४७ मे. फुड कल्चर (किनो १०८), जे.पी. ३४९, जे.पी. रोड, अपना घर, ढाके कॉलनी, अंधेरी (प.), मुंबई ४०० ०५३.

उक्त अधिनियमाच्या कलम १९ मधून खालील शर्तींच्या अधीन राहून,—

- (१) सदर सूट ही **शासन राजपत्रात** अधिसूचना प्रसिद्ध झाल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीकरिता लागू राहील.
- (२) आस्थापना कोणत्याही दिवशी पहाटे ०३-०० नंतर उघडी राहणार नाही.
- (३) प्रत्येक कर्मचाऱ्यास त्याच्या वेतनातून कुठल्याही प्रकारची कपात न करता आठवड्यातून एक दिवस भरपगारी सुट्टी देण्यात यावी व सुट्टीसंबंधीचे प्रत्येक महिन्याचे वेळापत्रक सूचना फलकावर आगाऊ लावण्यात यावे.
- (४) प्रत्येक कर्मचाऱ्यास सलग पाच तास काम केल्यावर एक तासाची विश्रांती देण्यात यावी.
- (५) आठवड्याच्या व इतर सुट्टीच्या दिवशी संमतीपत्र दिलेल्या कर्मचाऱ्यांना कामावर ठेवण्यात यावे.
- (६) कर्मचाऱ्यास दररोज ९ तास किंवा आठवड्यामध्ये ४८ तासांपेक्षा जास्त काम करणे आवश्यक असणार नाही व दररोजच्या कामाची व्याप्ती ११ तासांपेक्षा जास्त असणार नाही.

- (७) प्रत्येक कर्मचाऱ्यास आस्थापनेकडून कलम २५ नुसार ओळखपत्र देण्यात यावे.
- (८) महिला कर्मचाऱ्यांसाठी कामाच्या ठिकाणी स्वतंत्र लॉकर, सुरक्षा व विश्रांतीगृह यांची व्यवस्था करण्यात यावी.
- (९) महिला कर्मचाऱ्यांना रात्री ९-३० नंतर कामावर ठेवण्यात येऊ नये.
- (१०) आस्थापना बंद करण्याच्या वेळेतून सूट देण्यात येत असल्याने वाढीव कामासाठी नवीन कर्मचारी नियुक्त केले जावेत.
- (११) सदर सूट ही संमतीपत्र सादर केलेल्या कामगारांपुरतीच मर्यादित राहील.
- (१२) महिला कर्मचाऱ्यांना मद्यविक्रीच्या ठिकाणी काम देण्यात येऊ नये.
- (१३) महिला कर्मचाऱ्यांसाठी रात्री त्यांच्या कामाची वेळ संपल्यानंतर आस्थापनेपासून निवासस्थानापर्यंत सुरक्षा रक्षकासह मोफत वाहतुकीची व्यवस्था करण्यात यावी.
- (१४) कोणत्याही कर्मचाऱ्यास त्याच्या अतिकालिक कामाबद्दल कलम ६३ मध्ये विहित केलेल्या दराने अधिक वेतन देण्यात यावे.
- (१५) कर्मचाऱ्यांना राष्ट्रीय व सणाच्या सुट्ट्या देण्यात याव्यात.
- (१६) मद्यविक्री व मनोरंजनात्मक कार्यक्रमासंदर्भात संबंधित विभागाचे नियम लागू राहतील.
- (१७) सदर सूट ही महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ पुरतीच मर्यादित आहे.
- (१८) वरील अटी व शर्तींव्यितिरिक्त अधिनियमातील इतर तरतुदी आस्थापनेस यथास्थिती लागू राहतील.
- (१९) वरीलपैकी कोणत्याही अटींचा व शर्तीचा भंग झाल्यास सूट आपोआप रद्द होईल. ''

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

अ. म. बाविस्कर, कार्यासन अधिकारी. In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. MSA-08/2013/CR 270/LAB-10, dated the 4th March 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT,
Deputy Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai 400 032, dated the 4th March 2014

NOTIFICATION

Maharashtra Shops and Establishment Act, 1948.

No. MSA 08/2013/C.R.270/Lab-10.— In exercise of the powers conferred by the proviso to Section 4 of the Maharashtra Shops and Establishment Act, 1948 (Bom. LXXIX of 1948) hereinafter referred to as the said Act, the Government of Maharashtra hereby amends Schedule-II of the said Act as follows, namely:—

In Schedule II of the said Act, after entry "646" the following Entry shall be added, namely:—

"647 M/s. Food Culture (Kino 108) J. P. 349, J. P. Road, Apana Ghar, Dhake Colony, Andheri (W.), Mumbai 400 053. Sections 19 subject to the following conditions.—

- (1) This exemption shall remain in operation for the period of three years from the date of notification published in *Government Gazette*.
- (2) The establishment shall not remain open on any day later than 03-00 a.m.
- (3) Every employee shall be given one day holiday in a week without making any deduction from his/ her wages on account thereof and list of the time table of such holidays for a month shall be placed on the notice board in advance.
- (4) Every employee shall be given a rest period of one hour after 5 hours of continuous work.
- (5) The employees, who have given their consent be only placed on the day of weekly holiday or other holiday.
- (6) No employee shall be required to work for more than 9 hours in a day or 48 hours in a week. The spread over of an employee shall not exceed 11 hours in a day.
- (7) Every employee shall be provided Identity Card according to the Section 25.
- (8) Female employees shall be provided separate lockers, security and rest rooms at the work place.

- (9) Female employees will not be allowed to work after 9-30 p.m.
- (10) As the exemption is given from closing time of the establishment, new staff shall be appointed for the extended work.
- (11) This exemption is limited to the employees who have given their consent.
- (12) Female employees shall not allow to work at the place where liquor is served.
- (13) The Female employees shall be provided escorted transport facility from resident to establishment and return.
- (14) The employees shall be entitled to overtime wages in accordance with Section 63 of the said Act.
- (15) Employees shall be given national and festival holidays.
- (16) In case of liquor selling and entertaiment programs, rules of concerned departments shall be applicable.
- (17) This exemption is related only to Bombay Shops and Establishment Act, 1948.
- (18) Inspite of these terms and conditions, all the provisions of this Act shall applicable to the establishment duly.
- (19) In case of violation of any of the above terms and conditions, the exemption shall stand cancelled automatically."

By order and in the name of the Governor of Maharashtra,

A. M. BAWISKAR, Section Officer. 66

मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरू चौक, मंत्रालय, मुंबई ४०० ०३२, दिनांक ४ मार्च २०१४.

अधिसूचना

महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८.

क्रमांक एमएसए.०२/२०१४/प्र. क्र. ५०/कामगार-१०.— महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ (१९४८ चा मुंबई एकोणऐंशी) (यात यापुढे ज्याचा " उक्त अधिनियम" असा उल्लेख करण्यात आलेला आहे) याच्या कलम ४ च्या परंतुकाद्वारे प्रदान करण्यात आलेल्या अधिकारांचा वापर करून, महाराष्ट्र शासन याद्वारे, उक्त अधिनियमाच्या अनुसूची दोनमध्ये खालीलप्रमाणे सुधारणा करीत आहे :—

उक्त अधिनियमाच्या अनुसूची दोनमधील क्रमांक " ६४७ " नंतर खालील नोंदीचा समावेश करण्यात येईल :—

" ६४८ मे. एनरिच हेअर अँड स्कीन सोल्युशन्स प्रा. लि., जी १/जी २,शेरेटॉन क्लासिक, तळमजला, चरतिंसग कॉलनी, क्रिसील हाऊससमोर, ऑफ अंधेरी-कुर्ला रोड, अंधेरी (पू.), मुंबई ४०० ०९३ यांच्या खालील शाखा—

नाव—

मे. एनरिच हेअर अँड स्कीन सोल्युशन्स

प्रा. लि.,

पत्ता-

- (१) तळमजला, मजास बस डेपोजवळ, जोगेश्वरी-विक्रोळी लिंक रोड, जोगेश्वरी (पू.), मुंबई ४०० ०६०.
- (२) दुकान नं. २, टागोर कुंज, सरस्वती रोड, पोदार स्कूलसमोर, सांताकुझ (प.), मुंबई ४०० ०५४.

उक्त अधिनियमाच्या कलम १८ मधून खालील शर्तींच्या अधीन राहून :—

- (१) सदर सूट ही **शासन राजपत्रात** अधिसूचना प्रसिद्ध झाल्याच्या दिनांकापासून पाच वर्षांच्या कालावधीकरिता लागू राहील.
- (२) प्रत्येक कर्मचाऱ्यास त्याच्या वेतनातून कुठल्याही प्रकारची कपात न करता आठवड्यातून एक दिवस भरपगारी सुट्टी देण्यात यावी व सुट्टीसंबंधीचे प्रत्येक महिन्याचे वेळापत्रक सूचना फलकावर आगाऊ लावण्यात यावे.
- (३) प्रत्येक कर्मचाऱ्यास सलग पाच तास काम केल्यावर एक तासाची विश्रांती देण्यात यावी.
- (४) आठवड्याच्या व इतर सुट्टीच्या दिवशी संमतीपत्र दिलेल्या कर्मचाऱ्यांना कामावर ठेवण्यात यावे.
- (५) कर्मचाऱ्यास दररोज ९ तास किंवा आठवड्यामध्ये ४८ तासांपेक्षा जास्त काम करणे आवश्यक असणार नाही व दररोजच्या कामाची व्याप्ती ११ तासांपेक्षा जास्त असणार नाही.

- (३) ग्रॅंड रेसिडेन्सी हॉटेल ॲण्ड सर्व्हिसेस अपार्टमेंट, लेव्हल १ व २, २४ वा आणि २९ वा रोड जंक्शन, टर्नर रोड, बांद्रा (प.), मुंबई ४०० ०५०.
- (४) क्रॉस रोड मॉल, दुकान नं. २८, मलबार हिल डिव्हिजन, पंडीत मदन मोहन मालविय रोड, ताडदेव मॉल, हाजी अली, मुंबई ४०० ०३४.
- (५) दुकान नं. ७, नवजीवन बिल्डिंग, कमर्शियल प्रिमायसेस सीएचएस, लॅमिंग्टन रोड, मुंबई सेंट्रल, मुंबई ४०० ००८.
- (६) फिनिक्स मार्केट सिटी कुर्ला मॉल, यू नं. जी-१३, सी एरिया, ८५५, एसएफटीसी एरिया १४२८एसएफटी, एलबीएस मार्ग, कमानी, कुर्ला (प.), मुंबई ४०० ०७०.
- (७) ०१, श्री राज राजेश्वरी सीएचएस लि., पी. के. एक्स्टेंशन रोड, मुलुंड (प.), मुंबई ४०० ०८०.
- (८) बेसाईड आर्केड, दुकान नं. १२, डॉ. आंबेडकर रोड, भारत सिनेमासमोर, अशोका टॉवर, परेल, मुंबई ४०० ०१२.
- (९) दुकान नं. ४, टंडन मॉल, १२७ (संगम सिनेमा), ए. के. रोड, अंधेरी (पू.), मुंबई ४०० ०५९.
- (१०) जी-४, तळमजला, व्हेच्युरा शॉपिंग सेंटर, हिरानंदानी बिझनेस पार्क, पवई, मुंबई ४०० ०७६.
- (११) दुकान नं. ९१, व्हीनस, एव्हरशाईन मिलेनिअम पॅराडाईज बिल्डिंग, सेक्टर २ सी, ठाकूर व्हिलेज, कांदिवली (पू.), मुंबई ४०० १०१.
- (१२) दुकान नं. १ व २, बिल्डिंग नं. २४, आशिष सीएचएस लि., सेंट लुईस रोड, चार बंगला, अंधेरी (प.), मुंबई ४०० ०५३.
- (१३) हायपरिसटी, इनऑर्बिट मॉल, सेक्टर नं. ३० ए, वाशी, नवी मुंबई ४०० ७०३.
- (१४) दुकान नं. ३७, पटेल हेरीटेज, सेक्टर नं. ०७, खारघर, नवी मुंबई.
- (१५) दुकान नं. १५, धरा संकुल, प्लॉट नं. २/३, सेक्टर नं. ४४ ए, बँक ऑफ बरोडाजवळ, नेरुळ, नवी मुंबई.

- (६) प्रत्येक कर्मचाऱ्यास आस्थापनेकडून कलम २५ नुसार ओळखपत्र देण्यात यावे.
- (७) आस्थापना वर्षातील सर्व दिवस सुरू ठेवण्यास परवानगी देण्यात येत असल्याने वाढीव कामासाठी नवीन कर्मचारी नियुक्त केले जावेत.
- (८) महिला कर्मचाऱ्यांसाठी कामाच्या ठिकाणी स्वतंत्र लॉकर, सुरक्षा व विश्रांतीगृह यांची व्यवस्था करण्यात यावी.
- (९) आस्थापनेत महिला लैंगिक छळवाद प्रतिबंध करण्यासाठी तक्रार निवारण समिती स्थापन करण्यात यावी.
- (१०) सदर सूट ही संमतीपत्र दिलेल्या कामगारांपुरतीच मर्यादित राहील.
- (११) कोणत्याही कर्मचाऱ्याला त्याच्या अतिकालिक कामाबद्दल कलम ६३ मध्ये विहित केलेल्या दराने अधिक वेतन देण्यात यावे.
- (१२) कर्मचाऱ्यांना राष्ट्रीय व सणाच्या सुट्ट्या देण्यात याव्यात.
- (१३) सदर सूट ही महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ पुरतीच मर्यादित आहे.
- (१४) वरील अटी व शर्तींव्यितिरिक्त अधिनियमातील इतर तरतुदी आस्थापनेस यथास्थिती लागु राहतील.
- (१५) वरीलपैकी कोणत्याही अटींचा व शर्तींचा भंग झाल्यास सूट आपोआप रद्द होईल."

- (१६) हायपरिसटी, युनिट नं. जीएफ/२२, तळमजला, व्हिवा सिटी मॉल, कॅडबरी कंपनीजवळ, मंगल पांडे रोड, ठाणे (पश्चिम).
- (१७) दुकान नं. २ व ३, तळमजला, ब्रम्हदेव रिजेन्सी, मिरा-भाईंदर रोड, मिरा रोड (पू.).
- (१८) दुकान नं. ७ व ८, तळमजला, ब्लॉक नं. १, इमरल्ड प्लाझा सीएचएस, हिरानंदानी मिडोज, ठाणे (पश्चिम).
- (१९) ईबी-जीएफ-३०, ईस्ट ब्लॉक, अमनोरा मॉल, साडेसतरा नळी, हडपसर, पुणे.
- (२०) फिनिक्स मार्केट सिटी मॉल, एस. नं. २०७, लोहगाव, एस. नं. ३३, वडगाव शेरी, नगर रोड, पुणे-१४.
- (२१) दुकान नं. २, अश्विनी पॅलेस, एस. नं. ६५/ १+३, वानवडी, पुणे.
- (२२) सायली टेरेस, प्लॉट नं. ९४, आनंद पार्क, आयटीआय रोड, औंध, पुणे-०७.
- (२३) दुकान नं. २१६, २१७ व २१८, विटोरीया, प्लॉट नं. ७२, कल्याणीनगर, पुणे-१४.
- (२४) एस. नं. ८५२/१, शिवाजीनगर, भंडारकर रोड, पुणे-०४.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

अ. म. बाविस्कर, कार्यासन अधिकारी. In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. MSA.02/2014/CR 50/LAB-10, dated the 4th March 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT, Deputy Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai 400 032, dated the 4th March 2014

NOTIFICATION

Maharashtra Shops and Establishment Act, 1948.

No. MSA. 02/2014/C.R.50/Lab-10.— In exercise of the powers conferred by the proviso to Section 4 of the Maharashtra Shops and Establishment Act, 1948 (Bom. LXXIX of 1948) hereinafter referred to as the said Act the Government of Maharashtra hereby amends Schedule II of the said Act as follows, namely:—

In Schedule II of the said Act, after entry "647" the following Entry shall be added, namely:—

"648 The following shops of subordinate and undertaken companies of M/s. Enrich hair and Skin Solutions Pvt. Ltd., G1/G2, Sherton Classic, Ground Floor, Charatsingh Colony, Opp. Crisil House, Off Andheri-Kurla Road, Andheri (E.), Mumbai 400 093.

Address—

- (1) Ground Floor, Near Majas Bus Depot, Jogeshwari-Vikhroli Link Road, Jogeshwari (East), Mumbai 400 060.
- (2) Shop No. 2, Tagor Kunj, Saraswati Road, Opposite Poddar School, Santacruz (West), Mumbai 400 054.
- (3) Grand Residency and Service Apartment, Level 1 and 2, 24th and 29th Road Juction, Turner Road, Bandra (West), Mumbai 400 050.

Section 18 subject to the following conditions:—

- (1) This exemption shall remain in operation for the period of Five years from the date of Notification published in *Government Gazette*.
- (2) Every employee shall be given one day holiday in a week without making any deductions from his/ her wages on account thereof and list of the time table of such holidays for a month shall be placed on the notice board in advance.
- (3) Every employee shall be given a rest period of one hour after 5 hours of continuous work.
- (4) The employees, who have given their consent be only placed on the day of weekly holiday or other holiday.
- (5) No employee shall be required to work for more than 9 hours in a day or 48 hours in a week. The spread over of an employee shall not exceed 11 hours in a day.
- (6) Every employee shall be provided Identity Cards, according to the Section 25.
- (7) As the permission is given to establishment to remain open for whole of the year, new staff shall be appointed for the extended work.

- (4) Cross Roads Mall, Shop No. 28, Malbar Hill Division, Pandit Madan Mohan Malviya Road, Tardeo Mall Road, Haji Ali, Mumbai 400 034.
- (5) Shop No. 7, Navjivan Building Commercial Premises CHS, Lamington Road, Mumbai Central, Mumbai 400 008.
- (6) Phoenix Market City Kurla Mall, U. No. G-13, Area 855, SFT C Area 1428, SFT, LBS Marg, Kamani, Kurla (West), Mumbai 400 070.
- (7) 01, Shri Raj Rajeshwari CHS Ltd.,P. K. Extension Road,Mulund (West), Mumbai 400 080.
- (8) Bayside Arcade, Shop No. 12, Doctor Ambedkar Road, Opposite Bharat Cinema, Ashoka Towers, Parel, Mumbai 400 012.
- (9) Shop No. 4, Tandon Mall, 127 (Sangam Cinema), A. K. Road, Andheri (East), Mumbai 400 059.
- (10) G-4, Ground Floor, Ventura Shopping Centre, Hiranandani Business Park, Powai, Mumbai 400 076.
- (11) Shop No. 91, Venus, EvershineMillennium Paradise Building,Sector 2C, Thakur Village,Kandivali (East), Mumbai 400 101.
- (12) Shop No. 1 and 2, Buidling No. 24,Ashish CHS Ltd., ST. Louis Road,4 Bunglows, Andheri (West),Mumbai 400 053.
- (13) Hypercity, Inorbit Mall, Sector No. 30A, Vashi, Navi Mumbai 400 703.
- (14) Shop No. 37, Patel Heritage, Sector No. 7, Kharghar, Navi Mumbai.
- (15) Shop No. 15, Dhara Complex, Plot No. 2/3, Sector No. 44A, Near Bank of Baroda, Nerul, Navi Mumbai.

- (8) Female employees shall be provided separate lockers, security and rest rooms at the work place.
- (9) Complaint Redressal Committee against sexual harassment of women should be established.
- (10) This exemption is limited to the employees who have given their consent.
- (11) The employees shall be entitled to overtime wages in accordance with Section 63 of the said Act.
- (12) Employees shall be given national and festival holidays with wages.
- (13) This exemption is related only to Maharashtra Shops and Establishment Act, 1948.
- (14) Inspite of these terms and conditions, all the provisions of this Act shall applicable to the establishment duly.
- (15) In case of violation of any of the above terms and conditions, the exemption shall stand cancelled automatically."

- (16) Hypercity, Unit No. GF/22, Ground Floor, Vivacity Mall, Near Cadbury Co., Mangal Pande Road, Thane (West).
- (17) Shop Nos. 2 and 3, Ground Floor, Brahmadev Regency, Mira-Bhayendar Road, Mira Road (East).
- (18) Shop Nos. 7 and 8, Ground Floor, Block No. 1, Emerald Plaza CHS, Hiranandani Meadows, Thane (West).
- (19) EB-GF-30, East Block, Amanora Mall, Sadesatranali, Hadapsar, Pune.
- (20) Phoenix Market City Mall, S. No. 207, Lohagaon, S. No. 33, Vadgaon Sheri, Nagar Road, Pune-14.
- (21) Shop No. 2, Ashwini Palace, S. No. 65/1+3, Wanawadi, Pune.
- (22) Sayali Terraces, Plot No. 94, Anand Park, ITI Road, Aundh, Pune-07.
- (23) Shop Nos. 216, 217 and 218, Vitoria, Plot No. 72, Kalyaninagar, Pune-14.
- (24) S. No. 852/1, Shivajinagar, Bhandarkar Road, Pune-04.

By order and in the name of the Governor of Maharashtra,

A. M. BAWISKAR, Section Officer. ८९

मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरू चौक, मंत्रालय, मुंबई ४०० ०३२, दिनांक ४ मार्च २०१४.

अधिसूचना

महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८.

क्रमांक एमएसए-०१/२०१४/प्र. क्र. २०/कामगार-१०.— महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ (१९४८ चा मुंबई एकोणऐंशी) (यात यापुढे ज्याचा " उक्त अधिनियम " असा उल्लेख करण्यात आलेला आहे.) यांच्या कलम ४च्या परंतुकाद्वारे प्रदान करण्यात आलेल्या अधिकारांचा वापर करून, महाराष्ट्र शासन याद्वारे, उक्त अधिनियमाच्या अनुसूची दोन मध्ये खालीलप्रमाणे सुधारणा करीत आहे :—

उक्त अधिनियमाच्या अनुसूची दोन मधील क्रमांक "६४८" नंतर खालील नोंदीचा समावेश करण्यात येईल :—

" ६४९ मे. हॉटेल पर्शियन दरबार प्रा. लि., ५, तळमजला, ॲलेक्सझांडेर टेरेस, १ला मजला, रुम नं. १४ आणि दुसरा मजला, रुम नं. २३, डॉ. बाबासाहेब आंबेडकर रोड, भायखळा (पू.), मुंबई ४०० ०२७. उक्त अधिनियमाच्या कलम १९ मधून खालील शर्तींच्या अधीन राहून,—

- (१) सदर सूट ही **शासन राजपत्रात** अधिसूचना प्रसिद्ध झाल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीकरिता लागू राहील.
- (२) आस्थापना कोणत्याही दिवशी पहाटे ०३-०० नंतर उघडी राहणार नाही.
- (३) प्रत्येक कर्मचाऱ्यास त्याच्या वेतनातून कुठल्याही प्रकारची कपात न करता आठवड्यातून एक दिवस भरपगारी सुट्टी देण्यात यावी व सुट्टीसंबंधीचे प्रत्येक महिन्याचे वेळापत्रक सूचना फलकावर आगाऊ लावण्यात यावे.
- (४) प्रत्येक कर्मचाऱ्यास सलग पाच तास काम केल्यावर एक तासाची विश्रांती देण्यात यावी.
- (५) आठवड्याच्या व इतर सुट्टीच्या दिवशी संमतीपत्र दिलेल्या कर्मचाऱ्यांना कामावर ठेवण्यात यावे.
- (६) कर्मचाऱ्यास दररोज ९ तास किंवा आठवड्यामध्ये ४८ तासांपेक्षा जास्त काम करणे आवश्यक असणार नाही व दररोजच्या कामाची व्याप्ती ११ तासांपेक्षा जास्त असणार नाही.

- (७) प्रत्येक कर्मचाऱ्यास आस्थापनेकडून कलम २५ नुसार ओळखपत्र देण्यात यावे.
- (८) महिला कर्मचाऱ्यांसाठी कामाच्या ठिकाणी स्वतंत्र लॉकर, सुरक्षा व विश्रांतीगृह यांची व्यवस्था करण्यात यावी.
- (९) महिला कर्मचाऱ्यांना रात्री ९-३० नंतर कामावर ठेवण्यात येऊ नये.
- (१०) आस्थापना बंद करण्याच्या वेळेतून सूट देण्यात येत असल्याने वाढीव कामासाठी नवीन कर्मचारी नियुक्त केले जावेत.
- (११) सदर सूट ही संमतीपत्र सादर केलेल्या कामगारांपुरतीच मर्यादित राहील.
- (१२) कोणत्याही कर्मचाऱ्यास त्याच्या अतिकालिक कामाबद्दल कलम ६३ मध्ये विहित केलेल्या दराने अधिक वेतन देण्यात यावे.
- (१३) आस्थापनेत महिला लैंगिक छळवाद प्रतिबंध करण्यासाठी तक्रार निवारण समिती स्थापन करण्यात यावी.
- (१४) कर्मचाऱ्यांना राष्ट्रीय व सणाच्या सुट्ट्या देण्यात याव्यात.
- (१५) सदर सूट ही महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ पुरतीच मर्यादित आहे.
- (१६) वरील अटी व शर्तींव्यितिरिक्त अधिनियमातील इतर तरतुदी आस्थापनेस यथास्थिती लागू राहतील.
- (१७) वरीलपैकी कोणत्याही अटींचा व शर्तीचा भंग झाल्यास सूट आपोआप रह होईल. "

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

अ. म. बाविस्कर, कार्यासन अधिकारी. In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. MSA-01/2014/CR-20/LAB-10, dated the 4th March 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT, Deputy Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai 400 032, dated the 4th March 2014

NOTIFICATION

Maharashtra Shops and Establishment Act, 1948.

No. MSA-01/2014/C.R.20/Lab-10.— In exercise of the powers conferred by the proviso to Section 4 of the Maharashtra Shops and Establishment Act, 1948 (Bom. LXXIX of 1948) hereinafter referred to as the said Act, the Government of Maharashtra hereby amends Schedule-II of the said Act as follows, namely:—

In Schedule II of the said Act, after entry "648" the following Entry shall be added, namely:—

"649 M/s. Hotel Persian Darbar Pvt. Ltd., 5, Ground Floor, Alexzandra Terrace, 1st Floor, Room No. 14 and 2nd Floor, Room No. 23, Dr. Babasaheb Ambedkar Road, Byculla (East), Mumbai 400 027. Sections 19 subject to the following conditions.—

- (1) This exemption shall remain in operation for the period of three years from the date of notification published in *Government Gazette*.
- (2) The establishment shall not remain open on any day later than 03-00 a.m.
- (3) Every employee shall be given one day holiday in a week without making any deduction from his/ her wages on account thereof and list of the time table of such holidays for a month shall be placed on the notice board in advance.
- (4) Every employee shall be given a rest period of one hour after 5 hours of continuous work.
- (5) The employees, who have given their consent be only placed on the day of weekly holiday or other holiday.
- (6) No employee shall be required to work for more than 9 hours in a day or 48 hours in a week. The spread over of an employee shall not exceed 11 hours in a day.
- (7) Every employee shall be provided Identity Card according to the Section 25.

- (8) Female employees shall be provided separate lockers, security and rest rooms at the work place.
- (9) Female employees will not be allowed to work after 9-30 p.m.
- (10) As the exemption is given from closing time of the establishment, new staff shall be appointed for the extended work.
- (11) This exemption is limited to the employees who have given their consent.
- (12) The employees shall be entitled to overtime wages in accordance with Section 63 of the said Act.
- (13) Complaint redressal Committee against sexual harassment of women should be established.
- (14) Employees shall be given national and festival holidays.
- (15) This exemption is related only to Bombay Shops and Establishment Act, 1948.
- (16) Inspite of these terms and conditions, all the provisions of this Act shall applicable to the establishment duly.
- (17) In case of violation of any of the above terms and conditions, the exemption shall stand cancelled automatically."

By order and in the name of the Governor of Maharashtra,

A. M. BAWISKAR, Section Officer. 90

मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरू चौक, मंत्रालय, मुंबई ४०० ०३२ दिनांक ४ मार्च २०१४

अधिसूचना

महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८.

क्रमांक एमएसए.१२/२०१३/प्र. क्र. ४३५/कामगार-१०.— महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ (१९४८ चा मुंबई एकोणऐंशी) (यात यापुढे ज्याचा " उक्त अधिनियम " असा उल्लेख करण्यात आलेला आहे.) याच्या कलम ४च्या परंतुकाद्वारे प्रदान करण्यात आलेल्या अधिकारांचा वापर करून, महाराष्ट्र शासन याद्वारे, उक्त अधिनियमाच्या अनुसूची दोन मध्ये खालीलप्रमाणे सुधारणा करीत आहे :—

उक्त अधिनियमाच्या अनुसूची दोन मधील क्रमांक " ६४९ " नंतर खालील नोंदीचा समावेश करण्यात येईल :—

- " ६५० मे. लेखराज कॉर्प प्रा. लि., गाळा एफ, सिंधवा इस्टेट, ओल्ड बीएमपी बिल्डिंग, एन. ए. सावंत मार्ग, कुलाबा फायर स्टेशनजवळ, कुलाबा, मुंबई ४०० ००५ यांची खालील दुकाने :—
 - (१) स्कायझोन, कॉटन वर्ल्ड, एफ-१३, ब्लॉक-२, स्कायझोन, फिनिक्स मिल्स कंपाऊंड, लोअर परेल, मुंबई.
 - (२) युनिट नं. ००८, ग्रँड गॅलेरिया, हायस्ट्रीट फोनिक्स, लोअर परेल, मुंबई.
 - (३) विवा सिटी मॉल, युनिट नं. एफएफ-८, पहिला मजला, पोखरण रोड, ठाणे.
 - (४) ओबेरॉय मॉल, जी-१२, तळमजला, वेस्टर्न एक्सप्रेस हायवेजवळ, गोरेगाव (पू.), मुंबई.

उक्त अधिनियमाच्या कलम १८ मधून खालील शर्तींच्या अधीन राहून,—

- (१) सदर सूट ही **शासन राजपत्रात** अधिसूचना प्रसिद्ध झाल्याच्या दिनांकापासून तीन वर्षांच्या कालावधीकरिता लागू राहील.
- (२) प्रत्येक कर्मचाऱ्यास त्याच्या वेतनातून कुठल्याही प्रकारची कपात न करता आठवड्यातून एक दिवस भरपगारी सुट्टी देण्यात यावी व सुट्टीसंबंधिचे प्रत्येक महिन्याचे वेळापत्रक सूचना फलकावर आगाऊ लावण्यात यावे.
- (३) प्रत्येक कर्मचाऱ्यास सलग पाच तास काम केल्यावर एक तासाची विश्रांती देण्यात यावी.
- (४) आठवड्याच्या व इतर सुट्टीच्या दिवशी संमतीपत्र दिलेल्या कर्मचाऱ्यांना कामावर ठेवण्यात यावे.
- (५) कर्मचाऱ्यास दररोज ९ तास किंवा आठवड्यामध्ये ४८ तासांपेक्षा जास्त काम करणे आवश्यक असणार नाही व दररोजच्या कामाची व्याप्ती ११ तासांपेक्षा जास्त असणार नाही.

- (५) इनऑरबीट, जी-११, तळमजला, सेक्टर ३०, वाशी, नवी मुंबई.
- (६) इन्फीनिटी मॉल, युनिट नं. एसएफ-२१५, दुसरा मजला, लिंक रोड, मालाड (प.), मुंबई.
- (७) इनऑरबीट मॉल, युनिट नं. एफ-०३, पहिला मजला, न्यू लिंक रोड, मालाड (प.), मुंबई.
- (८) शॉप नं. १ ते ६, इलाईट गार्डन, नागरस रोड, औंध, पुणे ४११ ००७.
- (९) एफ-१२, पहिला मजला, फिनिक्स मार्केट सिटी मॉल, विमान नगर रोड, पुणे-१४.
- (१०) लेखराज लाईफ स्टाईल प्रा. लि. (कॉटन वर्ल्ड), अल्डोसा, बाली रोड, बांद्रा (प.), मुंबई-५०.

- (६) प्रत्येक कर्मचाऱ्यास आस्थापनेकडून कलम २५ नुसार ओळखपत्र देण्यात यावे.
- (७) महिला कर्मचाऱ्यांसाठी कामाच्या ठिकाणी स्वतंत्र लॉकर, सुरक्षा व विश्रांतीगृह यांची व्यवस्था करण्यात यावी.
- (८) महिला कर्मचाऱ्यांना रात्री ९-३० वा. नंतर कामावर ठेवण्यात येऊ नये.
- (९) आस्थापनेत महिला लैंगिक छळवाद प्रतिबंध करण्यासाठी तक्रार निवारण समिती स्थापन करण्यात यावी.
- (१०) सूट दिलेल्या वाढीव कालावधीसाठी अवश्यक असल्यास नवीन कर्मचारी नियुक्त करण्यात यावेत.
- (११) कोणत्याही कर्मचाऱ्यास त्याच्या अतिकालिक कामाबद्दल कलम ६३ मध्ये विहित केलेल्या दराने अधिक वेतन देण्यात यावे.
- (१२) कर्मचाऱ्यांना राष्ट्रीय व सणाच्या सुट्ट्या वेतनासह देण्यात याव्यात.
- (१३) सदर सूट ही संमतीपत्र सादर केलेल्या कामगारांपुरतीच मर्यादित राहील.
- (१४) सदर सूट ही महाराष्ट्र दुकाने व आस्थापना अधिनियम, पुरतीच मर्यादित आहे.
- (१५) वरील अटीं व शर्तींव्यितिरिक्त अधिनियमातील इतर तरतुदी आस्थापनेस यथास्थिती लागू राहतील.
- (१६) वरीलपैकी कोणत्याही अटींचा व शर्तीचा भंग झाल्यास सूट आपोआप रह होईल. ''

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

अ. म. बाविस्कर, कार्यासन अधिकारी. In pursuance of clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. MSA.12/2013/CR-435/Lab-10, dated the 4th March 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT,
Deputy Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya Mumbai 400 032, dated the 4th March 2014

NOTIFICATION

Maharashtra Shops and Establishment Act, 1948.

No. MSA. 12/2013/C.R.435/Lab-10.— In exercise of the powers conferred by the proviso to section 4 of the Maharashtra Shops and Establishment Act, 1948 (Bom. LXXIX of 1948) hereinafter referred to as the said Act, the Government of Maharashtra hereby amends Schedule II of the said Act as follows, namely:—

In Schedule II of the said Act, after entry "649" the following Entry shall be added, namely:—

"650 Following shops of M/s. Lekhraj Corp Pvt. Ltd., Gala-F, Sindhava Estate, Old BMP Building, N. A. Sawant Marg, Near Colaba Fire Station, Colaba, Mumabi 400 005.

Address : -

- Skyzone, Cotton World, F-13, Block No. 2, Phoenix Mill Compound, Lower Parel, Mumbai.
- (2) Unit No. 008, Grand Gallaria, High Street Phoenix, Lower Parel, Mumbai.
- (3) Viva City Mall, Unit No. FF-8, First Floor, Pokhran Road, Thane.
- (4) Oberoy Mall, G-12, Ground Floor, Near Western Express Highway, Garegaon (E.), Mumbai.
- (5) Inorbit Mall, G-11, Ground Floor, Sector-30, Vashi, Navi Mumbai.

Section 18 subject to the following conditions:—

- (1) This exemption shall remain in operation for the period of three years from the date of Notification published in *Government Gazette*.
- (2) Every employee shall be given one day holiday in a week without making any deduction from his/ her wages on account thereof and list of the time table of such holidays for a month shall be placed on the notice board in advance.
- (3) Every employee shall be given a rest period of one hour after 5 hours of continuous work.
- (4) The employees, who have given their consent be only placed on the day of weekly holiday or other holiday.
- (5) No employee shall be required to work for more than 9 hours in a day or 48 hours in a week. The spread over of an employee shall not exceed 11 hours in a day.
- (6) Every employee shall be provided Identity Card according to the section 25.
- (7) Female employees shall be provided separate lockers, security and rest rooms at the work place.
- (8) Female employees will not be allowed to work after 9-30 p.m.

- (6) Infinity Mall, Unit No. SF-215, Second Floor, Link Road, Malad (W.), Mumbai.
- (7) Inorbit Mall, Unit No. F-03, First Floor, New Link Road, Malad (W.), Mumbai.
- (8) Shop No. 1 to 6, Elite Garden, Nagras Road, Aundh, Pune 411 007.
- City Mall, Viman Nagar Road, Pune-14.
- (10) Lekhraj Life Style Pvt. Ltd. (Cotton World), Aldosa, Bali Road, Bandra (W.), Mumbai-50.

- (9) Complaint Redressal Committee against sexual harassment of women should be established.
- (10) As establishment is given permission to keep open for the extra period, new staff shall be appointed for the extended timing.
- (11) The employees shall be entitled to overtime wages in accordance with section 63 of the said Act.
- (12) Employees shall be given national and festival holidays with wages.
- (9) F-12, First Floor, Phoenix Market, (13) This exemption is limited to the employees who have given their consent.
 - (14) This exemption is related only to Bombay Shops and Establishment Act, 1948.
 - (15) Inspite of these terms and conditions, all the provisions of this Act shall applicable to the establishment duly.
 - (16) In case of violation of any of the above terms and conditions, the exemption shall stand cancelled automatically."

By order and in the name of the Governor of Maharashtra,

A. M. BAWISKAR, Section Officer.

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मंगळवार, मार्च ४, २०१४/फाल्गुन १३, शके १९३५

उद्योग, ऊर्जा व कामगार विभाग

मादाम कामा रोड, हुतात्मा राजगुरू चौक, मंत्रालय, मुंबई ४०० ०३२, दिनांक ४ मार्च २०१४.

अधिसूचना

महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८.

क्रमांक एमएसए.१०/२०१३/प्र.क्र. ३५४/कामगार-१०.— महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ (सन १९४८ चा मुंबई एकोणऐंशी) (यात यापुढे ज्याचा " उक्त अधिनियम " असा उल्लेख करण्यात आलेला आहे) याच्या कलम ४च्या परंतुकाद्वारे प्रदान करण्यात आलेल्या अधिकारांचा वापर करून, महाराष्ट्र शासन याद्वारे, उक्त अधिनियमाच्या अनुसूची दोन मध्ये खालीलप्रमाणे सुधारणा करीत आहे:—

उक्त अधिनियमाच्या अनुसूची दोन मधील क्रमांक " ६५० " नंतर खालील नोंदीचा समावेश करण्यात येईल :—

" ६५१ मे. सीडब्ल्यूटी इंडिया प्रा. लि., १६ए, अतुर हाऊस, डॉ. आंबेडकर रोड, पुणे ४११ ००१. उक्त अधिनियमाच्या कलम १३, १८ व ३३(३) मधून खालील शर्तींच्या अधीन राहून :—

- (१) सदर सूट ही **शासन राजपत्रात** अधिसूचना प्रसिद्ध झाल्याच्या दिनांकापासून एक वर्षाच्या कालावधीकरिता लागू राहील.
- (२) प्रत्येक कर्मचाऱ्यास त्याच्या वेतनातून कुठल्याही प्रकारची कपात न करता आठवड्यातून एक दिवस भरपगारी सुट्टी देण्यात यावी व सुट्टीसंबंधीचे प्रत्येक महिन्याचे वेळापत्रक सूचना फलकावर आगाऊ लावण्यात यावे.
- (३) प्रत्येक कर्मचाऱ्यास सलग पाच तास काम केल्यावर एक तासाची विश्रांती देण्यात यावी.
- (४) आठवड्याच्या व इतर सुट्टीच्या दिवशी संमतीपत्र दिलेल्या कर्मचाऱ्यांना कामावर ठेवण्यात यावे.
- (५) कर्मचाऱ्यास दररोज ९ तास किंवा आठवड्यामध्ये ४८ तासांपेक्षा जास्त काम करणे आवश्यक असणार नाही व दररोजच्या कामाची व्याप्ती ११ तासांपेक्षा जास्त असणार नाही.
- (६) प्रत्येक कर्मचाऱ्यास आस्थापनेकडून कलम २५ नुसार ओळखपत्र देण्यात यावे.

- (७) ज्या महिला कर्मचाऱ्यांची कामाची वेळ सकाळी ६-०० पूर्वी सुरू होते किंवा रात्री ९-३० नंतर संपते, त्यांना त्यांच्या निवासस्थानापासून आस्थापनेपर्यंत व परतीसाठी सुरक्षारक्षकासह मोफत वाहनाची व्यवस्था करण्यात येईल.
- (८) महिला कर्मचाऱ्यांसाठी कामाच्या ठिकाणी स्वतंत्र लॉकर, सुरक्षा व विश्रांतीगृह यांची व्यवस्था करण्यात यावी.
- (९) आस्थापनेत महिला लैंगिक छळवाद प्रतिबंध करण्यासाठी तक्रार निवारण समिती स्थापन करण्यात यावी.
- (१०) सूट दिलेल्या वाढीव कालावधीसाठी आवश्यक असल्यास नवीन कर्मचारी नियुक्त करण्यात यावा.
- (११) कोणत्याही कर्मचाऱ्यास त्याच्या अतिकालिक कामाबद्दल कलम ६३ मध्ये विहित केलेल्या दराने अधिक वेतन देण्यात यावे.
- (१२) कर्मचाऱ्यांना राष्ट्रीय व सणाच्या सुट्ट्या वेतनासह देण्यात याव्यात.
- (१३) सदर सूट हा संमतीपत्र दिलेल्या कामगारापुरतीच मर्यादित राहील.
- (१४) सदर सूट ही महाराष्ट्र दुकाने व आस्थापना अधिनियम, १९४८ पुरतीच मर्यादित आहे.
- (१५) वरील अटी व शर्तीं या व्यतिरिक्त अधिनियमातील इतर तरतुदी आस्थापनेस यथास्थिती लागू राहतील.
- (१६) वरीलपैकी कोणत्याही अटींचा व शर्तीचा भंग झाल्यास सूट आपोआप रह होईल. ".

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,

अ. म. बाविस्कर, कार्यासन अधिकारी. In pursuance of Clause (3) of Article 348 of the Constitution of India, the following translation in English of the Government Notification, Industries, Energy and Labour Department, No. MSA.10/2013/CR-354/LAB-10, dated the 4th March 2014 is hereby published under the authority of the Governor.

By order and in the name of the Governor of Maharashtra,

D. S. RAJPUT, Deputy Secretary to Government.

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT

Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai 400 032, dated the 4th March 2014.

NOTIFICATION

Maharashtra Shops and Establishment Act, 1948.

No. MSA.10/2013/CR-354/LAB-10.— In exercise of the powers conferred by the proviso to Section 4 of the Maharashtra Shops and Establishment Act, 1948 (Bom. LXXIX of 1948) (hereinafter referred to as the "said Act") the Government of Maharashtra hereby amends Schedule II of the said Act as follows, namely:—

In Schedule II of the said Act, after entry "650" the following Entry shall be added, namely:—

"651 M/s. CPW India Pvt. Ltd., 16A, Atur House, Dr. Ambedkar Road, Pune 411 001. Sections 13, 18, and 33(3) subject to the following conditions:—

- (1) This exemption shall remain in operation for the period of one year from the date of notification published in *Government Gazette*.
- (2) Every employee shall be given one day holiday in a week without making any deduction from his/ her wages on account thereof and list of the time table of such holidays for a month shall be placed on the notice board in advance.
- (3) Every employee shall be given a rest period of one hour after 5 hours of continuous work.
- (4) The employees, who have given their consent be only placed on the day of weekly holiday or other holiday.
- (5) No employee shall be required to work for more than 9 hours in a day or 48 hours in a week. The spread over of an employee shall not exceed 11 hours in a day.
- (6) Every employee shall be provided Identity Card according to the Section 25.
- (7) The Female employees whose duty period opens before 6-00 a.m. or closes after 9-30 p.m. shall be provided free escorted transport facility from establishment to resident and return.

- (8) Female employees shall be provided separate lockers, security and rest rooms at the work place.
- (9) Complaint Redressal Committee against sexual harassment of women should be established.
- (10) As etablishment is given permission to keep open for the extra period, new staff shall be appointed for the extended timing.
- (11) The employees shall be entitled to overtime wages in accordance with Section 63 of the said Act.
- (12) Employees shall be given national and festival holidays with wages.
- (13) This exemption is limited to the employees who have given their consent.
- (14) This exemption is related only to Bombay Shops and Establishment Act, 1948.
- (15) Inspite of these terms and conditions, all the provisions of this Act shall applicable to the establishment duly.
- (16) In case of violation of any of the above terms and conditions, the exemption shall stand cancelled automatically.".

By order and in the name of the Governor of Maharashtra,

A. M. BAWISKAR, Section Officer.